



May 13, 2003

Notice to all Prospective Bidders:

### **ADDENDUM 1**

**Project Title: California Traumatic Brain Injury (TBI) Project: Independent Evaluation**

**Project Number: 02-72227-000**

**Request for Proposals (RFP) May, 2003**

The Department of Mental Health is hereby amending the California TBI Project: Independent Evaluation for the following reasons:

1. To advise potential bidders of the RFP project number: 02-72227-000;
2. To resolve a problem that occurred during the notification process (dates have been revised accordingly);
3. To address a technical correction to the question and answer reference;
4. To address a technical correction to the selection criteria;
5. To provide information on recently awarded TBI sites;
6. To provide revised instructions and forms pertaining to the Disabled Veterans Business Enterprise (DVBE) Program.

Please note that revisions presented in the RFP are incorporated by a strike through the original information, followed by underlined, revised information. Corrections have been made to the following sections (information in parentheses denote type of correction):

1. Table of Contents, "Appendices," page 3 (revision to Appendix F, DVBE reference, and deletion of Appendix G)
2. II. "Administrative Requirements," A. "Time Schedule," page 4 (date revision).
3. II. "Administrative Requirements," B. "Letters of Intent," page 5 (date revision).
4. II. "Administrative Requirements," C. "Contacts Between Bidders and State," page 5 (date revision and correction to question and answer reference).

5. II. "Administrative Requirements," D. "Submission of Proposals," page 5 (project number reference).
6. II. "Administrative Requirements," E. "Rejection/Disqualification," page 6 (project number reference and date revision).
7. II. "Administrative Requirements," F. "Proposal Evaluation and Contract Award Process," page 7 (date revision) and page 9 (technical correction to the scoring of selection criteria).
8. III. "General Overview," B. "Required Activities and Deliverables," page 13 (date revision).
9. III. "General Overview," C. "Background Information," page 14 (revision of information pertaining to additional TBI sites).
- 10.IV. "Components of the Proposal," page 17 (date revision).
- 11.V. "Budget and Budget Narrative," page 20 (date revision).
- 12.VI. "Attachments," page 21 (revision to DVBE reference).
- 13.Appendix F, "DVBE Participation Summary" superceded by revised "California DVBE Program Requirements, Std 840/840A."
- 14.Appendix G, "DVBE Good Faith Effort Documentation" superceded by new Appendix F, "California DVBE Program Requirements, Std. 840/840A."

If you have any questions concerning this RFP, please contact Maureen Price, Project Coordinator, via e-mail at [mprice1@dmhhq.state.ca.us](mailto:mprice1@dmhhq.state.ca.us) .

WILLIAM A. AVRITT  
Acting Deputy Director  
Administrative Services

Attachments

# REQUEST FOR PROPOSAL

## ADDENDUM 1

California Traumatic Brain Injury (TBI) Project  
Independent Evaluation  
Project #02-72227-000  
~~April~~ May, 2003

State of California  
Department of Mental Health  
Systems of Care

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## I. INTRODUCTION

The Department of Mental Health (DMH) is charged with oversight of the Traumatic Brain Injury (TBI) Project. The TBI Project is a system of post-acute continuum-of-care models for adults 18 years of age or older with TBI. The Project was established to ensure the existence of core services for adults with TBI and their families in a manner which best serves the unique needs of the TBI community. Each Project site places a high priority on utilizing community resources in creating opportunities for adults with TBI to live in the community and achieve their maximum potential and for families to maintain an adult with TBI at home when possible or in other community-based alternatives, when necessary.

The purpose of this RFP is to invite qualified individuals and/or organizations with expertise in conducting program evaluations in social service and/or medical care environments to submit a proposal describing how they can assist the DMH to complete an Independent Evaluation of the TBI Project Sites. The parameters of the Independent Evaluation are delineated in Welfare and Institutions Code (W&I Code) Section 4356(c) (See Appendix A).

For purposes of this RFP and for the TBI Project, W & I Code Section 4354 (a) defines Traumatic Brain Injury as "an injury that is sustained after birth from an external force to the brain or any of its parts, resulting in cognitive, psychological, neurological or anatomical changes in brain functions."

## II. ADMINISTRATIVE REQUIREMENTS

This section is included in the RFP to provide bidders with the timelines, guidelines and requirements that must be met for successful bidder participation in the competitive bid process.

### A. TIME SCHEDULE

Note: This schedule is contingent upon a number of factors, including the availability of funds. The contract start date of ~~June 19~~, August 1, 2003 is an estimate. Should any significant date be modified, bidders will be notified by the Department of Mental Health.

All bidders are hereby advised of the following schedule and will be expected to adhere to the specified timeframes below:

1. Bid package mailed to any known prospective bidders and posted on the DMH website. ~~April~~ May 13, 2003
2. Letters of Intent Due no later than 4:00 p.m. ~~April 18~~, May 21, 2003

- |   |  |
|---|--|
| 3. Bid proposals received no later than 4:00 p.m. | <del>May 19</del> , <u>June 18</u> , 2003                |
| 4. Evaluation of Proposals                        | <del>May 20 – 30</del> , <u>June 20 - July 16</u> , 2003 |
| 5. Posting of Notice of Intent to Award           | <del>June 9</del> <u>July 21</u> , 2003                  |
| 6. Last Day to Protest the Award                  | <del>June 16</del> <u>July 28</u> , 2003                 |
| 7. Award Contract to Successful Bidder            | <del>June 18</del> <u>July 29</u> , 2003                 |
| 8. Contract start date                            | <del>June 19</del> <u>August 1</u> , 2003                |

## **B. LETTERS OF INTENT**

All bidders who intend to submit a proposal must submit a signed Letter of Intent via U.S. mail or via fax and received no later than 4:00 p.m. on ~~April 18~~ May 21, 2003. Postmarks will not be considered. Letters of Intent are non-binding. Letters of Intent must include the name and address of the bidder organization as well as the name, phone number, and e-mail address of the contact person for the proposal. Failure to receive a Letter of Intent no later than 4:00 p.m., ~~April 18~~ May 21, 2003, will result in ineligibility to compete in this RFP process.

Letters of Intent may be faxed to the attention of Maureen Price via fax number (916) 653-6486 or mailed to: Maureen Price, Department of Mental Health, 1600 9<sup>th</sup> Street, Room 100, Sacramento, CA 95814.

## **C. CONTACTS BETWEEN BIDDERS AND STATE**

All questions and contact concerning the RFP and timelines shall be directed to Maureen Price, TBI Project Coordinator, via e-mail at [mprice1@dmhhq.state.ca.us](mailto:mprice1@dmhhq.state.ca.us). ~~Questions and responses will be provided via e-mail to all bidders' contact persons identified in the Letters of Intent on file.~~ Questions will be accepted until close of business, ~~May 14~~ June 12, 2003. Questions and answers will be mailed to all bidders who have submitted Letters of Intent. Additionally, the questions and answers will be posted on the DMH web page.

## **D. SUBMISSION OF PROPOSALS**

The proposal consists of several parts: 1) title page, 2) executive summary, 3) scope of work, 4) the budget and the budget narrative and 5) attachments (as listed on page 21). These parts must be submitted together in a sealed envelope, or in a box, if necessary, that is clearly marked with the bidder's name and address and ~~the title of the project~~ the project title and number of the project for which the proposal is submitted. Submit them to:

Department of Mental Health  
Contracts Office  
1600 9th Street, Room 150  
Sacramento, CA 95814

One original and eight copies of the proposal, including attachments, and the budget portion, must be submitted.

Any proposal envelope or box not plainly marked with the name and address of the submitting organization and the project title and number which clearly identifies the package as a proposal and/or that is not sent to the above address will be disqualified.

Proposals and modifications, or corrections thereof, received after the closing time specified will not be considered.

The proposal must be printed in ink or typewritten. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error and the correction must be initialed in ink by the person signing the proposal.

All bidders shall submit a detailed budget breakdown. The budget information will become a part of the contract document. Following the posting of the Notice of Intent to Award, the State reserves the right to negotiate with the successful bidder any redistribution of costs within the budget deemed necessary by the State in order to better achieve program goals. An unwillingness to negotiate shall be considered grounds for cessation of contract negotiation, which may result in bidder's loss of the contract award.

## **E. REJECTION/DISQUALIFICATION**

The following shall cause the immediate disqualification of a proposal:

- Any proposal not received at the time and place specified in the RFP.
- Any proposal not plainly marked with the name and address of the submitting organization and the project title and number.
- Failure to receive a Letter of Intent by the time (4:00 p.m.) and date (~~April 18~~ May 21, 2003) presented on page 4 of this RFP.
- Failure to meet DVBE Participation Program requirements.
- Failure to complete, sign and submit the "Proposal Certification Sheet" provided in Appendix E of this RFP.
- Non-compliance with RFP requirements as set forth in Part IV. Components of the Proposal.
- The State has cancelled a contract with the bidder organization within the last three years for negative reasons.

A proposal may be rejected if it is conditional, is incomplete, or contains any alterations of form or other irregularities of sufficient magnitude or quantity to warrant a finding of being substantially non-compliant. Examples include any conditions or stipulations presented in the proposal by the

bidder or the bidder's failure to include, or modification of, a required form such as the proposal certification sheet.

An immaterial defect is a flaw, incompleteness, defect or condition that is not of the type to warrant disqualification of the proposal. If, in the judgment of the Evaluation Committee, a proposal is found to contain a substantial number of such defects, the committee may declare the proposal to be substantially non-compliant and reject it. Examples include sending the incorrect number of proposals, utilizing a font other than requested or utilizing a script-style font that is difficult to read.

The State may accept or reject any proposals and may waive any immaterial defect in a proposal. The State's waiver of an immaterial defect shall in no way modify the proposal requirements or excuse the bidder from full contract compliance if awarded the contract.

## **F. PROPOSAL EVALUATION AND CONTRACT AWARD PROCESS**

All proposals submitted must contain information and/or plans that are responsive to the items set forth under Part IV. Exhibit A, Scope of Work and consistent with the overall objectives presented within this RFP. In addition, the instructions provided in "Administrative Requirements" found on pages 4 through 10 must be followed. The proposal must, in 20 double-spaced pages or less (not including required attachments), clearly outline, with measurable objectives and an accompanying time line, how the responsibilities described under Part III. Section "A" Duties of the Independent Evaluation and Section "B" Required Activities and Deliverables" can be achieved from ~~June 19~~ August 1, 2003, through January 31, 2005.

All proposals meeting the administrative requirements shall then be submitted to an Evaluation Committee, which shall evaluate and score the proposals. The purpose of the proposal evaluation is to determine which proposals demonstrate the skill, expertise and experience to successfully perform the tasks specified in the RFP. In scoring a proposal, each evaluation section will be scored on the basis of completeness, responsiveness, clarity of presentation, and adequacy of the budget in accordance with the RFP requirements.

All qualifying proposals will be evaluated in accordance with the procedures of Public Contract Code Section 10344(c). The maximum contract amount is \$100,000 for the entire contract term. Each of the proposals will be scored based on the weight assigned, according to the selection criteria presented below, indicated by the numbers appearing in the right-hand margin. The contracts will be awarded in accordance with the selection criteria specified in this RFP and subject to the availability of funds.

The evaluation of the proposals will be weighed by the following selection criteria:

## SELECTION CRITERIA

### 1. Bidder Background

10 points

- a. Bidder's current business status, business activities, staff and funding are identified and appear to be stable and appropriate.

### 2. Work Description

50 points

- a. Bidder's knowledge of and experience in performing independent evaluations with like/similar programs as described in the RFP are clearly presented and appropriate including:
  1. Determining, developing and collecting uniform data to perform an independent evaluation.
  2. Developing evaluation plans and identifying appropriate sampling methodologies to perform an independent evaluation.
  3. Consulting with advisory groups and professionals from various disciplines to determine evaluation needs.
  4. Utilizing and/or developing evaluation instruments and/or tools to assess social service, medical and/or rehabilitation program outcomes.
  5. Manipulating raw data and performing an analysis that results in conclusions.
  6. Preparing reports that include an executive summary, narrative, tables, recommendations and conclusions.
- b. Bidder's plan includes timeframes and demonstrates how bidder intends to:
  1. Consult with advisory groups to finalize the choice of assessment and evaluation tools needed for the independent evaluation.
  2. Gather, extract and analyze the necessary data to perform the evaluation.
  3. Develop and provide quarterly reports that will summarize all activity associated with work on the independent evaluation.
  4. Prepare a report to the Legislature that includes an executive summary, narrative, tables, recommendations, and conclusions.

3. Administration and Personnel

10 points

- a. Bidder's description of the use of personnel, their functions, qualifications and recruitment plans are appropriate and responsive to the requirements as described in the RFP. A description of work to be completed by staff and staff qualifications are provided, including complete descriptions of any subcontracts, where applicable.
- b. Bidder provides clear information on previous and current government funding and the services provided. Bidder provides adequate explanation of cessation of funding, if it occurred. For informational purposes only. No points.

4. Budget and Budget Narrative

30 points

- a. Bidder's plan presents an adequate and appropriate budget including all the required elements delineated in Part IV.
- b. Narrative detail provides sufficient identification and explanation of budget items, and supports the activities presented in the Work Description and Administration and Personnel Sections.

TOTAL 100 points

The final selection will be based on the highest score that also meets the minimum score requirement of 80 points percent of the points in each of the selection criteria sections. If two or more bidders have the same score, the tie will be broken and the bidder will be selected by a flip of a coin.

Prior to actual award of the contract, a Notice of Intent to Award will be posted in Room 101 of the Department of Mental Health, 1600 9<sup>th</sup> Street, , Sacramento, CA and on the Department of Mental Health's web page for a period of five (5) working days.

All proposals and all evaluation and scoring sheets shall be available for public inspection following the posting of the Notice of Intent to Award.

**G. PROTEST PROCEDURES**

1. If, prior to the award, any bidder files a protest with DMH against the awarding of the contract, the contract shall not be awarded until either the protest has been withdrawn or the DMH has decided the matter. (Public Contract Code Section 10345).
2. Protests must be received at each of the addresses stated below not later than five (5) working days (postmarked date) after the "Notice of Intent to Award" has been posted.

Department of General Services  
Office of Legal Services  
707 Third Street, 7<sup>th</sup> Floor  
West Sacramento, California 95605

California Department of Mental Health  
Contracts Office  
1600 9<sup>th</sup> Street, Room 150  
Sacramento, CA 95814

3. Within five (5) working days after filing the protest, the protesting bidder must file with DMH a full and complete written statement specifying the grounds for the protest. Certified or registered mail must be used.
4. Protests shall be limited to the following grounds:
  - a. DMH failed to follow the procedures specified in subdivision (c) of the Public Contract Code Section 10344.
  - b. DMH failed to apply correctly the standards for reviewing the format requirements or evaluating the proposals as specified in the RFP.
  - c. DMH used the evaluation and selection procedure in subdivision (c) of the Public Contract Code Section 10344, but is proposing to award the contract to a bidder other than the highest responsible bidder score.
  - d. DMH used the evaluation and selection procedure in subdivision (c) of the Public Contract Code Section 10344, but failed to follow the methods for evaluating and scoring the proposals specified in the RFP.

### **III. General Overview**

This section is included in the RFP to provide bidders with an overview and description of the Traumatic Brain Injury Project and the parameters of the Independent Evaluation.

W&I Code Section 4356(c) provides the following requirements:

1. The department, with the advice and assistance of the working group, shall develop an independent evaluation and assist sites in collecting uniform data on all clients.
2. The evaluation shall test the efficacy, individually and in the aggregate, of the existing and new project sites in the following areas:
  - The degree of community reintegration achieved by project participants, including their increased ability to independently carry out activities of daily living, increased participation in community life, and improved living arrangements.
  - The improvements in project participants' prevocational and vocational abilities, educational attainment, and paid and volunteer job placements.
  - Project participant and family satisfaction with services provided.
  - Number of project participants, family members, health and social service professionals, law enforcement professionals, and other persons receiving education and training designed to improve their understanding of the nature and consequences of traumatic brain injury, as well as any documented outcomes of that training and education.
  - The extent to which participating programs result in reduced state costs for institutionalization or higher levels of care, if such an estimate can be obtained within the amount of funds allowed for the evaluation. (Please note that DMH does not anticipate that this can be accomplished within the amount of funds available for the Independent Evaluation.)

#### **A. DUTIES OF THE INDEPENDENT EVALUATOR**

The Independent Evaluator must be able to work with numerous entities and analyze data without losing sight of the human element of the project. The Independent Evaluator must possess an understanding of the stated services for individuals with disabilities, develop an effective process for analyzing the data collected, and be able to draw meaningful conclusions that are summarized in a legislative report.

The Independent Evaluator will:

1. Develop an evaluation plan in consultation with the DMH TBI Project Staff, the TBI Project Sites, and the 1492 Work Group that will:
  - Assist sites in collecting uniform data that is necessary and appropriate for the evaluation and the Legislative Report.
  - Evaluate the efficacy, individually and in the aggregate, of the existing and new project sites in the areas delineated above on the previous page required by W&I Code Section 4356(c).
  - Utilize the data currently being collected from the instruments in use by the TBI Project Sites including TBI Project Site Statistics Form (Appendix C), the Community Integration Questionnaire (Appendix D) and the Initial Assessment Form (currently being revised) and/or develop other data gathering tools that will collect the information required for the evaluation.
2. Develop a sampling methodology. The bidder should demonstrate that the proposed methodology is efficient and will produce accurate results.
3. Extract and analyze approximately 12 months of data to perform the evaluation as required for the report to the Legislature. The actual number of months of data will be determined based on the effective date of the contract that results from this RFP. It is estimated that the data from approximately 1,000 to 1,200 participant records will be used for the evaluation.
4. Consult with the DMH TBI Project Staff, the 1492 Work Group and the Project Sites, as needed, during the contract period to ensure the success of the Independent Evaluation.
5. Prepare the required reports to the Legislature and DMH within the timelines specified below. The legislative report shall include at a minimum, a two- page executive summary, a narrative, and any necessary tables to present the findings of the evaluation including conclusions regarding the efficacy of the TBI site programs, and any recommendations for improvement and/or expansion of the current site programs.

Reporting Timelines:

- Evaluator Activity Reporting:
  - The evaluator shall submit quarterly progress reports on its activities and progress to DMH. Quarterly reports will include updates on site data reviewed to date and detailed reporting of all

technical assistance provided to the sites and or to DMH related to the completion of the Independent Evaluation.

- Additionally, the evaluator shall meet periodically with the Project Coordinator (either in person or via a telephone conference) to discuss the progress of the evaluation and to plan activities related to the completion of the Independent Evaluation.
- Final Report:
  - The evaluator shall provide DMH a written draft report by October 4, 2004.
  - The evaluator shall provide DMH a completed, written final report no later than November 3, 2004.
  - Other reports as requested by DMH.
- 6. Maintain all information received from the TBI Project Sites regarding aggregate data and/or individual participant records in compliance with Health Insurance Portability and Accountability Act (HIPAA) privacy and security requirements and W&I Code Section 5328.

All data, including any database, are the domain of DMH. All data collected by the contractor for use in the preparation of reports shall be returned to DMH. The contractor shall not use any data or other information collected during the life of the contract with DMH for any purpose outside of the scope of the contract without the express written permission of DMH.

## **B. REQUIRED ACTIVITIES AND DELIVERABLES**

<b><u>Deliverable/Activities</u></b>	<b><u>Due Date</u></b>
1. Consultation with the TBI Sites, DMH TBI Project Staff, DMH/IT Project Team, and 1492 Work Group regarding evaluation plan and evaluation tools.	<del>June—July</del> <u>August</u> 2003
2. Review of Data Collection	<del>July 1, 2003</del> <u>August 1, 2003</u> —July 30, 2004
FY 2003-04 1 <sup>st</sup> Qtr Report	October 15, 2003
FY 2003-04 2 <sup>nd</sup> Qtr Report	January 15, 2004

FY 2003-04 3 <sup>rd</sup> Qtr Report	April 15, 2004
FY 2003-04 4 <sup>th</sup> Qtr Report	July 15, 2004
3. Analysis of data	August and September, 2004
4. Draft Legislative Report to DMH	October 4, 2004
5. Final Legislative Report to DMH	November 3, 2004
6. All work completed	January 31, 2005

The maximum contract amount is \$100,000 for the entire contract term. Ten percent of the contract amount (up to \$10,000) will be withheld until all contracted tasks have been completed and signed off by DMH.

### **C. BACKGROUND INFORMATION**

Currently, there are five existing TBI sites ~~that~~ and DMH has recently awarded two new sites. The existing sites demonstrate diverse approaches to service delivery and coordination. Two sites are hospital-based: Mercy Healthcare of Sacramento in Roseville and St. Jude Medical Center in Fullerton. The other three sites are community-based: Betty Clooney Foundation in Long Beach, Central Coast Center for Independent Living in Capitola, and RCH, Inc. in San Francisco. Up to two additional sites may be added during the life of the Independent Evaluation contract. The two new sites are Central Coast Neurobehavior Center, Inc. in Morro Bay and Making Headway, Inc. in Eureka.

#### Funding

The Traumatic Brain Injury Fund receives its funding from the State Penalty Fund. Deposits into the State Penalty Fund come from assessments resulting from motor vehicle traffic citations. Each TBI Project Site host agency receives \$150,000 annually from the TBI Fund and provides a 20 percent cash or in-kind match.

#### TBI Site Objectives

The objectives of the TBI project are to:

- Establish a post-acute continuum of care model for adults with TBI.

- Demonstrate the effectiveness of a coordinated service approach to assist persons with TBI to attain productive, independent lives, which may include paid employment.
- Provide the core services directly or by arrangement.
- Provide for the functional assessment of project participants to identify level of functioning, assistance required and assess activities of daily living, mobility, communication skills, psychosocial adjustment and cognitive functioning.
- Provide a model that will allow project participants to move from supervised or highly structured environments to increased levels of independence.
- Assist in the identification and documentation of services and needs and the development of necessary programs and services to meet the needs of adults with TBI in the geographic area.
- Work closely and coordinate with adults with TBI, organizations serving adults with TBI, their families and caregivers in order to ensure that the greatest number of persons are served and to assist in the development of resources where none exist.
- Seek third party reimbursements for project participants who are eligible.

### Core Services

The project sites provide a coordinated service model, directly or by arrangement. Core services include the following:

*Supported Living Services* include a range of appropriate supervision, support and training in the participant's place of residence, designed to maximize independence. Residence means the place where a participant makes his or her home, including a house or apartment where the participant lives independently, assisted living arrangements, congregate housing, group homes, residential care facilities, transitional living programs and nursing facilities.

*Community Reintegration Services* include services as needed by participants, designed to develop, maintain, increase, or maximize independent functioning, with the goal of living in the community and participating in community life. These services may include, but are not limited to, providing or arranging for access to housing, transportation, medical care, rehabilitative therapies, day programs, chemical dependency recovery programs, personal assistance and education.

*Services Coordination* is the assessment and identification of participant's special needs and problems and includes the development and planning of services to meet such needs. Services coordination should: 1) be participant driven, 2) extend participant empowerment, 3) provide ongoing support and encouragement, 4) afford personal advocacy and outreach when necessary, 5) maintain linkages to services, 6) monitor progress and 7) provide for reassessment.

*Vocational Supportive Services* include methods for providing vocational rehabilitative and related services that may include prevocational and educational services to individuals who are unserved or underserved by existing vocational rehabilitation services. Vocational supportive services differ from traditional vocational rehabilitation and day activity services in the following four areas: 1) service participants appear to lack the potential for unassisted competitive employment; 2) ongoing training, supervision and support services are provided; 3) the opportunity is designed to provide the same benefits that other persons receive from work, including an adequate income level, quality of working life, security and mobility; and 4) there is flexibility in the provision of support which is necessary to enable the participant to function effectively at the work site.

Beginning in fiscal year 1998, an interagency agreement was developed between the DMH and the Department of Rehabilitation (DOR) to provide a new and different pattern of services at the existing local TBI programs that previously were separate efforts of DOR and DMH. The agreement resulted in the development of vocational rehabilitation programs specifically focused upon the needs of adults with TBI. Currently, three of the sites participate in the interagency agreement with DOR.

*Caregiver Support* includes services provided to those who care for a loved one who is a survivor of TBI. Services include, but are not limited to, the provision of specialized information on caregiving issues, family consultation and care planning, referral services for support group, counseling services and respite care. Project sites may allocate up to 15 percent of annual program funds to any appropriate caregiver resource center to assist in caregiver services.

*Family and Community Education* is the provision of information designed to improve overall understanding of the nature and consequences of TBI, including public and professional education designed to facilitate early identification of persons with TBI, prompt referral of these persons to appropriate services and improvement of the system of services available to them.

## IV. COMPONENTS OF THE PROPOSAL

This section is included in the RFP to provide bidders with the format, scope of work, budget requirements and attachments that must be included in the proposal.

All proposals submitted must contain the required materials and must conform to the outline of Exhibit A, Scope of Work. Proposals must be submitted in accordance with the instructions provided in Part II. Administrative Requirements, Section D.

“Submission of Proposals,” on page 5.

### PROPOSAL FORMAT

- I. Title Page. Include a title page that provides the following information: the name of your business, the business' address and telephone number, fax number, the business' federal tax identification number, the name of the chief executive officer, the name of the contact person, the contact person's phone number and e-mail address, and the date the proposal is submitted.
- II. Executive Summary. Describe, in no more than two typewritten double-spaced pages, the highlights of your proposal. Include a brief description of your business, the objectives to be met, and the methods proposed to meet the objectives.
- III. Scope of Work. (Exhibit A). Describe, in no more than 20 double-spaced typewritten pages, your business and your proposed operation of the TBI Project Independent Evaluation. Neither the attachments nor the budget information count in this total. Use Microsoft Arial, font size of 12 point only. Margins should be at least one-half inch at top, bottom and sides. Paper size should be 8½ by 11 inches only. Use the format and headings for this section of your proposal as presented in Exhibit A, Scope of Work.
- IV. Budget and Budget Narrative. Provide a budget and budget narrative that reflects the entire contract term, ~~June 19~~ August 1, 2003 through January 31, 2005. Budget amounts must be tied to the Required Activities and Deliverables described in Part III. Section B.
- V. Attachments: See Section VI. on page 21 for a complete listing of required documents.

## **Exhibit A**

### **SCOPE OF WORK**

#### **A. WORK DESCRIPTION**

1. Provide a brief description of bidder: type of business, number of employees and their roles in the organization, current projects, funding sources, etc.
2. Describe bidder's experience with:
  - a. Determining, developing and collecting uniform data from a variety of social service settings.
  - b. Developing evaluation plans including identifying sampling methodologies to assess social service, medical and/or rehabilitation programs.
  - c. Consulting with advisory groups and professionals from various disciplines to determine evaluation needs.
  - d. Utilizing and/or developing evaluation instruments and/or tools to assess social service, medical and/or rehabilitation program outcomes.
  - e. Manipulating raw data and performing an analysis and developing conclusions.
  - f. Preparing executive reports that include a summary, narrative, tables, recommendations and conclusions.
3. Describe bidder's plan, including time frames, for:
  - a. Consulting with advisory groups to finalize assessment and evaluation tools needed for the Independent Evaluation.
  - b. Training project site personnel to identify and gather correctly the necessary data for the Independent Evaluation.
  - c. Gathering, extracting and analyzing the necessary data to perform the evaluation as described in the RFP, Part III, Section A, Duties of the Independent Evaluator.
  - d. Developing and providing quarterly reports that will summarize all activity associated with work on the independent evaluation.

- e. Preparing the Legislative Report that includes an executive summary, narrative, tables, recommendations and conclusions.

**B. ADMINISTRATION AND PERSONNEL**

1. Describe use of personnel, their functions, qualifications, and recruitment plans, if appropriate. Include a description of work to be completed by staff and their qualifications.
2. If the bidder intends to use subcontractors (including independent consultants), provide the information below depending on whether subcontractors are known/identified or have yet to be selected.
  - a. For known/pre-identified subcontractors or independent consultants, identify each subcontractor/consultant by name, duties and responsibilities. Subcontractor's costs for personnel expenses, including fringe benefits, operating or general expenses, travel, subcontracts and indirect costs should be specified in the budget and the budget narrative.
  - b. For unknown/unidentified subcontractors or independent consultants, list the title for each subcontracted activity/function and provide a complete description of each subcontracted activity/function.
3. Please specify if bidder, or bidder's business, has now or in the past had a contract with the State or Federal government. Identify the agency of government that provided the funding and the services that were provided. If bidder or bidder's business is no longer receiving funding, please explain why not. For information purposes only, no points.

## **V. BUDGET AND BUDGET NARRATIVE**

Provide a budget and budget narrative for your proposal. The budget must cover the entire contract term, from ~~June 19~~ August 1, 2003 through January 31, 2005, and not exceed the \$100,000 maximum contract amount. Any proposals that include a budget exceeding the \$100,000 maximum contract amount will be rejected.

Provide a detailed budget taking into consideration the Required Activities and Deliverables identified in the RFP, Part III, Section B.

The budget must be accompanied by narrative detail for the following categories:

1. Personnel Expenses. List each position separately with its salary and percentage of time on this project. Indicate the benefits, if any, for each position
2. Operating Expenses. List expenses for occupancy, supplies, general office operations, telephone, postage, furniture and equipment, computer equipment and related items, travel and other items.
3. Subcontract Expenses. List the type and specify the costs for all subcontracted services including consultants or professional services that bidder intends to retain. Subcontractors include any persons/firms performing contract services who are not on the bidder's payroll.

## VI. ATTACHMENTS

Required attachments to the scope of work include:

1. All bidders shall complete the **Proposal Certification Sheet**. (See Appendix E).
2. Disabled Veteran Business Enterprise Requirements (DVBE) must be met for this RFP. Public Contract Code Section 10115 et seq. establishes a contract participation goal of at least three percent (3%) for disabled veteran business enterprise (DVBE). This goal applies to a state agency's overall contracting program. State agencies have the discretion to apply the DVBE participation goal to individual contracts. DVBE participation requirements are included in this contract. This solicitation attachment provides program information and bidder responsibilities for the DVBE Participation Program. Bidders must meet DVBE Participation Program requirements to be viewed as a responsive bidder and considered for contract award. Failure to submit a complete response may result in a non-responsive determination, in which case the bid will be rejected.

An explanation of the Disabled Veteran Enterprise Program requirements can be found at the Internet web site [www.pd.dgs.ca.gov/dvbe](http://www.pd.dgs.ca.gov/dvbe). Select "DVBE Resource Packet" under "~~Quick Links.~~" "Related Sites."

The DVBE package and the required submittal forms can be found at the Internet website [www.pd.dgs.ca.gov](http://www.pd.dgs.ca.gov) and select DVBE Participation Solicitation Package Attachment and Summary.

As part of the DVBE requirements, complete STD Form ~~840~~ 840/840A ~~Disabled Veteran Business Enterprise Participation Forms and Instructions~~ California Disabled Veteran Business Enterprise Program Requirements. (See Appendix F) ~~and Good Faith Effort Documentation. (See Appendix G)~~

For assistance with DVBE requirements, please contact the contracting official below:

Tami Harris  
Department of Mental Health  
1600 9<sup>th</sup> Street, Room 150  
Sacramento California 95816  
(916) 651-8986  
[tharris@dmhhq.state.ca.us](mailto:tharris@dmhhq.state.ca.us)  
DMH Homepage located at [www.dmh.ca.gov](http://www.dmh.ca.gov)

3. Submit copies of any record or action by the applicant agency's Board of Directors or organization's owners specifically authorizing the

agency to submit a proposal to perform the duties as independent evaluator for the TBI project, if applicable.

4. Submit a Statement of Qualifications, resume or curriculum vitae for all individuals who will work on the project. If the person who will serve as the primary independent evaluator has not been identified, include a job description for the position.
5. Submit letters of reference and a listing of previous agencies and/or organizations for which bidder has performed similar duties as required by this RFP. Attach a release to enable the DMH to contact the listed agencies/organizations.
6. Submit documents showing existing relationships or working agreements with service providers with whom you intend to subcontract. The DMH will consider the prime contractor to be the sole point of contact with regard to this RFP/contract, and no subcontract may be entered into without the review and prior approval of DMH.
7. All bidders must provide at least one sample of work from a similar project. The sample should include copies of the evaluation reports, timelines, work plans, progress updates, final report, etc.
8. All bidders must submit evidence of financial stability and document sufficient financial resources necessary to perform all services associated with the contract. This requirement may be fulfilled in one of the following ways:
  - a) Financial statements for each of the last two years audited by an independent third-party Certified Public Accountant. All noted audit exceptions must be explained.
  - b) If audited statements are not available, DMH will accept statements that have been reviewed by a Certified Public Accountant.
  - c) If neither audited nor reviewed financial statements are prepared, DMH will accept financial statements that have been compiled by the applicant's accounting firm.
  - d) If neither audited, reviewed, nor compiled statements are normally prepared by the agency, DMH will accept financial statements prepared by the applicant's internal accounting department. These statements must be accompanied by a statement signed by the applicant's Chief Financial Officer, certifying that the financial statements are current, accurate, and complete. Financial statements must include income statements and balance sheets.

Financial statements must be completed based on final (not draft) reports, and cannot be supported by unreasonably qualified statements. Also, include in this section a statement, signed by either an independent third-party Certified Public Accountant or the applicant's Chief Financial Officer, that the applicant agency operated in accordance with Generally Accepted Accounting Principles (GAAP).

9. Identify for the applicant and/or any key project partner, any past history of bankruptcy, receivership, failure to fulfill contract, criminal or legal action for the past five years. Provide a description of said past history and the current status.

## **APPENDIX A**

### **WELFARE AND INSTITUTIONS CODE SECTION 4353-4359 TRAUMATIC BRAIN INJURY PROGRAM**

4353. The Legislature finds and declares all of the following:

- (a) There is a large population of persons who have suffered traumatic head injuries resulting in significant functional impairment.
- (b) Approximately 80 percent of these injuries have occurred as a direct result of motor vehicle accidents.
- (c) There is a lack of awareness of the problems associated with head injury resulting in a significant lack of services for persons with head injuries, including, but not limited to, in-home and out-of-home services, respite care, placement programs, counseling, cognitive rehabilitation, transitional living, and vocational rehabilitation services.
- (d) Although there are currently a number of different programs attempting to meet the needs of the persons with head injuries, there is no clearly defined ultimate responsibility vested in any single state agency. Nothing in this section shall be construed to mandate services for persons with acquired traumatic injury through county and city programs.
- (e) There is no programmatic coordination among agencies to facilitate the provision of a continuing range of services appropriate for persons with traumatic head injuries.
- (f) There is a serious gap in postacute care services resulting in incomplete recovery of functional potential.
- (g) Due to the problems referred to in this section, the state is not adequately meeting the needs of persons with head injuries enabling them to return to work and to lead productive lives.

4354. For purposes of this chapter, the following definitions shall apply:

- (a) "Acquired traumatic brain injury" is an injury that is sustained after birth from an external force to the brain or any of its parts, resulting in cognitive, psychological, neurological, or anatomical changes in brain functions.
- (b) "Department" means the State Department of Mental Health.
- (c) "Director" means the Director of Mental Health.
- (d) "Vocational supportive services" means a method of providing vocational rehabilitation and related services that may include prevocational and educational services to individuals who are unserved or underserved by existing vocational rehabilitation services.
- (e) The following four characteristics distinguish "vocational supportive services" from traditional methods of providing vocational rehabilitation and day activity services:
  - (1) Service recipients appear to lack the potential for unassisted competitive employment.
  - (2) Ongoing training, supervision, and support services must be provided.
  - (3) The opportunity is designed to provide the same benefits that other persons receive from work, including an adequate income level, quality of working life, security, and mobility.
  - (4) There is flexibility in the provision of support which is necessary to enable the person to function effectively at the worksite.
- (f) "Community reintegration services" means services as needed by clients, designed to develop, maintain, increase, or maximize independent functioning, with the goal of living in the community and participating in community life. These services may include, but are not limited to, providing, or arranging for access to, housing, transportation, medical care, rehabilitative therapies, day programs, chemical dependency recovery programs, personal assistance, and education.
- (g) "Fund" means the Traumatic Brain Injury Fund.
- (h) "Supported living services" means a range of appropriate supervision, support, and training in the client's place of residence, designed to maximize independence.
- (i) "Functional assessment" means measuring the level or degree of independence, amount of assistance required, and speed and safety considerations for a variety of categories, including activities of daily living, mobility, communication skills, psychosocial adjustment, and cognitive function.
- (j) "Residence" means the place where a client makes his or her home, that may include, but is not limited to, a house or apartment where the client lives independently, assistive living arrangements, congregate housing, group homes, residential care facilities, transitional living programs, and nursing facilities.

## APPENDIX A

4354.5. The Legislature finds and declares the following:

- (a) Ascertaining the number of Californians who survive traumatic brain injuries is difficult, but the best estimates are that there are approximately 225,000 survivors who have sustained "closed" or "open" head injuries.
- (b) Traumatic brain injuries have a long-term impact on the survivors, their families, caregivers, and support systems.
- (c) Long-term care consumers experience great differences in service levels, eligibility criteria, and service availability, resulting in inappropriate and expensive care that fails to be responsive to their needs.
- (d) California must develop an action plan with a timetable for implementation to ensure that there will be an array of appropriate services and assistance funded and administered by a state structure that has a focus and commitment to integration and coordination.
- (e) The state must pursue, in a timely manner, all available sources of federal financial participation, including, but not limited to, the medicaid home and community-based services waiver program (42 U.S.C. Sec. 1396n(c)) and Part J of Subchapter II of the Public Health Service Act (42 U.S.C. Sec. 280b et seq.).
- (f) The department, pursuant to this chapter, has funded and demonstrated, successfully, through four projects for a postacute continuum-of-care model for adults 18 years of age or older with acquired traumatic brain injuries, the array of services and assistance that meet the needs of these individuals and their families.
- (g) The state shall replicate these models toward developing a statewide system that has as a goal the support of existing community-based agencies and organizations with a proven record of serving survivors of traumatic brain injuries.
- (h) Implementation of the act that added this section shall be consistent with the state's public policy strategy to design a coordinated services delivery system pursuant to Article 4.05 (commencing with Section 14139.05) of Chapter 7 of Part 3 of Division 9.

4355. The department shall designate sites in order to develop a system of postacute continuum-of-care models for adults 18 years of age or older with an acquired traumatic brain injury. The project sites shall coordinate vocational supportive services, community reintegration services, and supported living services. The purpose of the project is to demonstrate the effectiveness of a coordinated service approach which furthers the goal of assisting those persons to attain productive, independent lives which may include paid employment.

4356. (a) The department shall provide support to the four original pilot sites.

(b) (1) The department shall award and administer grants to four additional sites, to be selected through a competitive bidding process. One site shall be within each of the regions listed in Section 4357.2. It is the intent of the Legislature that one site be located in a rural area. Implementation of new project sites shall be contingent upon the availability of funds, and new project sites shall be selected on an incremental basis as funds become available.

(2) Priority shall be given to applicants that have proven experience in providing services to persons with an acquired traumatic brain injury including, but not limited to, supported living services, community reintegration services, vocational support services, caregiver support, and family and community education.

(3) The department shall convene a working group, established pursuant to Section 4357.1, to assist them in developing requests for proposals and evaluating bids. In addition, the department shall use this working group as an advisory committee in accordance with requirements of Part J of Subchapter II of the Public Health Service Act (42 U.S.C. Sec. 280b et seq.) in order to pursue available federal funds including, but not limited to, Section 300d-52 of Title 42 of the United States Code.

(4) Each new site shall be in operation within six months following the grant award.

(5) The four additional sites prescribed by this subdivision shall be established to the extent that the availability of federal funds or other appropriate funds permit.

(c) (1) The department, with the advice and assistance of the working group, shall develop an independent evaluation and assist sites in collecting uniform data on all clients.

(2) The evaluation shall test the efficacy, individually and in the aggregate, of the existing and new project sites in the following areas:

## APPENDIX A

- (A) The degree of community reintegration achieved by clients, including their increased ability to independently carry out activities of daily living, increased participation in community life, and improved living arrangements.
  - (B) The improvements in clients' prevocational and vocational abilities, educational attainment, and paid and volunteer job placements.
  - (C) Client and family satisfaction with services provided.
  - (D) Number of clients, family members, health and social service professionals, law enforcement professionals, and other persons receiving education and training designed to improve their understanding of the nature and consequences of traumatic brain injury, as well as any documented outcomes of that training and education.
  - (E) The extent to which participating programs result in reduced state costs for institutionalization or higher levels of care, if such an estimate can be obtained within the 10 percent of funds allowed for the evaluation.
- (3) The department shall expend not more than 10 percent of the annual program amount on the evaluation. The evaluator shall be chosen by means of competitive bid and shall report to the department.
- (4) The evaluator shall make an interim report to the Legislature within two years of being selected, and shall make a final report to the Legislature by January 30, 2003.

4357. (a) The sites shall be able to identify the special needs and problems of clients and the services shall be designed to meet those needs.

(b) The sites shall match not less than 20 percent of the amount granted, with the exception of funds used for mentoring. The required match may be cash or in-kind contributions, or a combination of both, from the sites or any cooperating agency. In-kind contributions may include, but shall not be limited to, staff and volunteer services.

(c) The sites shall provide at least 51 percent of their services under the grant to individuals who are Medi-Cal eligible or who have no other identified third-party funding source.

(d) The sites shall provide, directly or by arrangement, a coordinated service model to include all of the following:

- (1) Supported living services.
- (2) Community reintegration services.
- (3) Vocational supportive services.
- (4) Information, referral, and, as needed, assistance in identifying, accessing, utilizing, and coordinating all services needed by individuals with traumatic brain injury and their families.
- (5) Public and professional education designed to facilitate early identification of persons with brain injury, prompt referral of these persons to appropriate services, and improvement of the system of services available to them.

The model shall be designed and modified with advice from clients and their families, and shall be accessible to the population in need, taking into account transportation, linguistic, and cultural factors.

(e) The sites shall develop and utilize an individual service plan which will allow clients to move from intensive medical rehabilitation or highly structured living arrangements to increased levels of independence and employment. The goals and priorities of each client shall be an integral part of his or her service plan.

(f) The sites shall seek all third-party reimbursements for which clients are eligible and shall utilize all services otherwise available to clients at no cost, including vocational rehabilitation services provided by the Department of Rehabilitation. However, grantees may utilize grant dollars for the purchase of nonreimbursed services or services otherwise unavailable to clients.

(g) The sites shall endeavor to serve a population that is broadly representative with regard to race and ethnicity of the population with traumatic brain injury in their geographical service area, undertaking outreach activities as needed to achieve this goal.

(h) The sites shall maintain a broad network of relationships with local groups of brain injury survivors and families of survivors, as well as local providers of health, social, and vocational services to individuals with traumatic brain injury and their families. The sites shall work cooperatively with these groups and providers to improve and develop needed services and to promote a well-coordinated service system, taking a leadership role as necessary.

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4357.1. (a) The department shall convene a working group including the following persons as selected by the director:

- (1) A survivor currently using services in the program.
- (2) Two family members of persons surviving traumatic brain injuries, one of whom shall be a family member of a person with significant disabilities resulting from injuries.
- (3) A representative of the Brain Injury Association of California.
- (4) A representative of each of the existing sites.
- (5) A representative of the Caregiver Resource Centers.
- (6) A representative of the California Foundation for Independent Living Centers.
- (7) A representative of the Public Interest Center for Long-term Care.
- (8) A representative of the California Rehabilitation Association.
- (9) A member from a survivor's organization.
- (10) Representatives of the Department of Rehabilitation and the State Department of Health Services and others as determined by the director.

(b) Members of the working group shall participate without compensation. The working group may be reimbursed by the department for expenses related to the meetings, as determined by the director.

(c) The department shall consult with the working group on the following, as determined by the director:

- (1) Development of the evaluation instrument and plan.
- (2) Selection and development of the four new sites.
- (3) Progress reports and input from participating state or local agencies and the public.
- (4) Project implementation, achievements, and recommendations regarding project improvement.
- (5) Development of recommended strategies and guidelines for accident prevention and training of peace officers in awareness of brain injury issues. These recommendations shall be made available for use by the department, project sites, other state agencies, and other appropriate entities.
- (6) A recommended plan including financial requirements for expansion of the project to all regions of the state to be completed and issued by January 1, 2003.

(d) Contracts awarded pursuant to this part and Part 4 (commencing with Section 4370), including contracts required for administration or ancillary services in support of programs, shall be exempt from the requirements of the Public Contract Code and the State Administrative Manual, and from approval by the Department of General Services.

4357.2. (a) New sites shall be chosen from areas of the state that are not currently served by a site. Two new sites shall be located in the southern portion of the state and two new sites shall be located in the northern portion of the state. Of these, at least one site shall be located in a rural area. Nothing in this chapter shall prohibit a site from serving multiple counties. Implementation of the new sites shall be contingent upon funds appropriated by the Legislature and funds becoming available for this purpose.

(b) The department, in conjunction with the existing sites, shall develop guidelines and procedures for the coordinated continuum-of-care model and its component services. The existing sites shall assist the department in providing orientation, training, and technical assistance to the new sites.

(c) Up to 10 percent of funds allocated to new sites during their first year of operation may be expended for training, technical assistance, and mentoring by existing sites and any other source of assistance appropriate to the needs of the new sites. A plan and budget for technical assistance and mentoring shall be included in the proposals submitted by potential sites.

(d) Mentoring activities shall include, but not be limited to, assisting new sites in refining their continuum-of-care model and its component services, developing guidelines and procedures, and providing advice in meeting the needs of traumatic brain injury survivors and their caregivers, as well as carrying out community outreach and networking with community groups and service providers. Mentoring shall be carried out with the goal of responding to the needs identified by the new sites, transferring the knowledge and expertise of the existing sites, and helping each new site to be successful in developing an effective program that takes into account the needs, resources, and priorities of their local community. Mentoring shall be coordinated with and overseen by the department.

(e) Department staff and site directors shall meet quarterly as a group for ongoing technical assistance, transfer of knowledge, and refinement of the models of continuum of care.

## APPENDIX A

(f) Existing and new sites may allocate up to 15 percent of annual program funds to any appropriate caregiver resource center to assist in caregiver services.

4358. There is hereby created in the State Treasury the Traumatic Brain Injury Fund, the moneys in which may, upon appropriation by the Legislature, be expended for the purposes of this chapter.

4358.5. (a) Funds deposited into the Traumatic Brain Injury Fund pursuant to paragraph (8) of subdivision (f) of Section 1464 of the Penal Code shall be matched by federal vocational rehabilitation services funds for implementation of the Traumatic Brain Injury program pursuant to this chapter. However, this matching of funds shall be required only to the extent it is required by other state and federal law, and to the extent the matching of funds would be consistent with the policies and priorities of the Department of Rehabilitation regarding funding.

(b) The department shall seek and secure funding from available federal resources, including, but not limited to, medicaid and drug and alcohol funds, utilizing the Traumatic Brain Injury Fund as match and shall seek any necessary waiver of federal program requirements to maximize available federal dollars.

4359. This chapter shall remain in effect until January 1, 2005, and as of that date is repealed, unless a later enacted statute enacted prior to that date extends or deletes that date.

## APPENDIX B

### TBI Project Sites And Service Areas

<u>Site</u>	<u>Service Area</u> (by county)
<b>Central Coast Center For Independent Living “New Options”</b> 1395 41 <sup>st</sup> Avenue, Suite B Capitola, CA 95010 Phone: (831) 462-8720 Contact: Elizabeth Sparks, Project Director	San Benito Santa Cruz Monterey
<b>Mercy Healthcare, Sacramento “Coordinated Care Project”</b> 406 1/2 Sunrise Blvd., Suite 300 Roseville, CA 95611 Phone: (916) 536-2433 Contact: Margaret Keeling, Supervisor Mercy Outpatient Rehab Center	Placer Sacramento El Dorado
<b>St. Jude Medical Center “Brain Injury Network”</b> 1815 Sunny Crest Drive Fullerton, CA 92835 Phone: (714) 446-7105 Contact: Jana Gable, Project Coordinator	Orange
<b>The Betty Clooney Foundation For Persons with Brain Injury “Project Connections”</b> 4426 Village Rd. Long Beach, CA 90808 Phone: (562) 938-9005 Contact: Robert Almaraz, Deputy Director	Los Angeles
<b>RCH, Inc. “San Francisco TBI Network”</b> 207 Skyline Boulevard San Francisco, CA 94132 Contact: Terri Ragual, Project Supervisor	San Francisco

**APPENDIX C**  
**TRAUMATIC BRAIN INJURY PROJECT SITE STATISTICS 2002-03**

**Project Site** \_\_\_\_\_

PROCEDURES	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total
<b>1) Intakes</b>					
2) Number of Intakes Completed by Quarter					0
3) Units Spent Providing Service (15 min = 1 unit)					0
<b>4) Assessments</b>					
<b>5) Number of Initial Assessment</b>					0
6) Units Spent Providing Service (15 min = 1 unit)					0
<b>7) Number of 6 Month Assessments</b>					0
8) Units Spent Providing Service (15 min = 1 unit)					0
<b>9) Number of 12 Month Assessments</b>					0
10) Units Spent Providing Service (15 min = 1 unit)					0
<b>11) Number of 18 month Assessments</b>					0
12) Units Spent Providing Service (15 min = 1 unit)					0
<b>13) Number of Annual Assess. (active cases only)</b>					0
14) Units Spent Providing Service (15 min = 1 unit)					0
<b>15) Individual Service Plans (ISP)</b>					
<b>16) Number of Newly Written ISP</b>					0
17) Units Spent Providing Service (15 min = 1 unit)					0
<b>18) Number of Updated/Re-Served ISP</b>					0
19) Units Spent Providing Service (15 min = 1 unit)					0
<b>SERVICES for PARTICIPANTS w/ OPEN FILES</b>					
<b>20) Number of Open Files</b>					
<b>21) Community Reintegration Services</b>					
22) Number of Participants Receiving Service					
23) Units Spent Providing Service (15 min = 1 unit)					
<b>24) Supportive Living Services</b>					
25) Number of Participants Receiving Service					
26) Units Spent Providing Service (15 min = 1 unit)					
<b>27) Vocational Supportive Services</b>					
28) Number of Participants Receiving Service					
29) Units Spent Providing Service (15 min = 1 unit)					
<b>30) Other Case Coordination</b>					
31) Number of Participants Receiving Service					
32) Units Spent Providing Service (15 min = 1 unit)					
<b>33) Total Units of Service</b>	0	0	0	0	0
<b>34) Number of Volunteer Placements</b>					
35) Number of Competitive Job Placements					0

**APPENDIX C**  
**TRAUMATIC BRAIN INJURY PROJECT SITE STATISTICS 2002-03**

**Project Site** \_\_\_\_\_

<b>INQUIRIES, INFORMATION AND REFERRAL</b>	<b>1st Qtr</b>	<b>2nd Qtr</b>	<b>3rd Qtr</b>	<b>4th Qtr</b>	<b>Total</b>
<b>36) Potential Participants</b>					
37) Number of Inquiries From					0
38) Number of Referrals Provided					0
39) Units Spent Providing Service (15 min = 1 unit)					0
<b>40) Family Members/Caregivers</b>					
41) Number of Inquiries From					0
42) Number of Referrals Provided					0
43) Units Spent Providing Service (15 min = 1 unit)					0
<b>44) Professionals and Agencies</b>					
45) Number of Inquiries From					0
46) Number of Referrals Provided					0
47) Units Spent Providing Service (15 min = 1 unit)					0
<b>48) Other</b>					
49) Number of Inquiries From					0
50) Number of Referrals Provided					0
51) Units Spent Providing Service (15 min = 1 unit)					0
<b>52) Total Number of Inquirers</b>	0	0	0	0	0
<b>53) Total Number of Referrals Provided</b>	0	0	0	0	0
<b>54) Total Units of Service</b>	0	0	0	0	0
<b>COMMUNITY SERVICES</b>	<b>1st Qtr.</b>	<b>2nd Qtr.</b>	<b>3rd Qtr.</b>	<b>4th Qtr.</b>	<b>Total</b>
<b>55) Support Groups</b>					
56) Number of Group Meetings					0
57) Number of Attendees					0
58) Units:Prep Time & Providing Service (15 min = 1 unit)					0
<b>59) Workshops/Seminars to Professionals</b>					
60) Number of Events					0
61) Number of Attendees					0
62) Units:Prep Time & Providing Service (15 min = 1 unit)					0
<b>63) Workshops/Seminars for Participants and Family Members</b>					
64) Number of Events					0
65) Number of Attendees					0
66) Units:Prep Time & Providing Service (15 min = 1 unit)					0
<b>67) OUTREACH</b>					
<b>68) Presentations to Educate re Site Services</b>					
69) Number of Presentations					0
70) Number of Attendees					0
71) Units:Prep Time & Providing Service (15 min = 1 unit)					0
72) <b>Other</b> ( # of Newsletters, Marketing Materials)					
73) Units:Prep Time & Providing Service (15 min = 1 unit)					0
<b>74) Total # of Support Grps, Events, Presentations</b>	0	0	0	0	0
<b>75) Total Number of Attendees</b>	0	0	0	0	0
<b>76) Total Units of Service</b>	0	0	0	0	0

**APPENDIX C**  
**TRAUMATIC BRAIN INJURY PROJECT SITE STATISTICS 2002-03**

**Project Site** \_\_\_\_\_

<b>Community Network Devel. &amp; Collaborations</b>	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	Total
77) Number of Community Network & Coll. Mtgs.					0
78) Units:Prep Time & Providing Service (15min = 1 unit)					0
<b>PARTICIPANTS RECEIVING SERVICES YEARLY</b>					
79) Less than 12 months					
80) 13 months - 2 years					
81) 25 months - 5 years					
82) 61 months - 8 years					
83) Over 8 years					
84) <b>TOTAL</b> Number of Unduplicated Participants					0
	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	Total
85) <b>TOTAL PARTICIPANTS ELIGIBLE FOR MEDI-CAL</b>					0
	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	Total
86) <b>NUMBER OF FILES CLOSED</b>					0
<b>UNDUPLICATED PERSONS SERVED</b>	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	Total
87) Persons Receiving Inquiries/Info/Referral (line 52)					0
88) Total Number of Attendees (line 75)					0
89) Number of Unduplicated Participants (line 86)					0
90) <b>TOTAL</b> Unduplicated Persons Served					0

# COMMUNITY INTEGRATION QUESTIONNAIRE

Subject: \_\_\_\_\_

Date: \_\_\_\_\_

1. Who usually does the shopping for groceries or other necessities in your household?	<input type="radio"/> Yourself alone <input type="radio"/> Yourself and someone else <input type="radio"/> Someone else
2. Who usually prepares meals in your household?	<input type="radio"/> Yourself alone <input type="radio"/> Yourself and someone else <input type="radio"/> Someone else
3. In your home who usually does the everyday housework?	<input type="radio"/> Yourself alone <input type="radio"/> Yourself and someone else <input type="radio"/> Someone else
4. Who usually cares for the children in your home?	<input type="radio"/> Yourself alone <input type="radio"/> Yourself and someone else <input type="radio"/> Someone else <input type="radio"/> Not applicable, No children under 17 in the home
5. Who usually plans social arrangements such as get-togethers with family and friends?	<input type="radio"/> Yourself alone <input type="radio"/> Yourself and someone else <input type="radio"/> Someone else
6. Who usually looks after your personal finances, such as banking or paying bills?	<input type="radio"/> Yourself alone <input type="radio"/> Yourself and someone else <input type="radio"/> Someone else
7. Approximately how many times a month do you usually participate in shopping <i>outside</i> your home?	<input type="radio"/> Never <input type="radio"/> 1 - 4 times <input type="radio"/> 5 or more
8. Approximately how many times a month do you usually participate in leisure activities such as movies, sports, restaurants, etc.	<input type="radio"/> Never <input type="radio"/> 1 - 4 times <input type="radio"/> 5 or more
9. Approximately how many times a month do you usually visit your friends or relatives?	<input type="radio"/> Never <input type="radio"/> 1 - 4 times <input type="radio"/> 5 or more
10. When you participate in leisure activities do you usually do this alone or with others?	<input type="radio"/> Mostly alone <input type="radio"/> Mostly with friends who have head injuries <input type="radio"/> Mostly with family members <input type="radio"/> Mostly with friends who do not have head injuries <input type="radio"/> With a combination of family and friends

Please complete page two

11. Do you have a best friend with whom you confide?	<input type="radio"/> Yes <input type="radio"/> No
12. How often do you travel outside the home?	<input type="radio"/> Almost every day <input type="radio"/> Almost every week <input type="radio"/> Seldom/never (less than once per week)
13. Please choose the answer that best corresponds to your current (during the past month) work situation:	<input type="radio"/> Full-time (more than 20 hours/week) <input type="radio"/> Part-time (less than or equal to 20 hrs/week) <input type="radio"/> Not working, but actively looking for work <input type="radio"/> Not working, not looking for work <input type="radio"/> Not applicable, retired due to age
14. Please choose the answer that best corresponds to your current (during the past month) school or training program situation:	<input type="radio"/> Full-time <input type="radio"/> Part-time <input type="radio"/> Not attending school, or training program <input type="radio"/> Not applicable, retired due to age
15. In the past month, how often did you engage in volunteer activities?	<input type="radio"/> Never <input type="radio"/> 1 - 4 times <input type="radio"/> 5 or more

**Comments:**

## APPENDIX E

### Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the  
Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
<b>1, 2, 2a, 3</b>	Must be completed. These items are self-explanatory.
<b>4</b>	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
<b>5</b>	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
<b>6</b>	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
<b>7</b>	Enter your federal employee tax identification number.
<b>8</b>	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
<b>9</b>	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
<b>10</b>	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
<b>11</b>	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
<b>12, 13, 14, 15</b>	Must be completed. These items are self-explanatory.
<b>16</b>	If certified as a Small Business Enterprise, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

## APPENDIX E

### PROPOSAL/PROPOSER CERTIFICATION SHEET (Instructions On the First Page)

One original, signed and eight copies of this Proposal/Proposer Certification Sheet must be submitted and returned along with one original and eight signed copies of the proposal, including the budget portion.

The signature affixed hereon and dated certifies compliance with all the requirements of this Request for Proposal document. The signature below authorizes the verification of this certification.

### An Unsigned Proposal/Proposer Certification Sheet Shall Be Cause For Rejection

1. Company Name	2. Telephone Number (    )	2a. Fax Number (    )
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN) or Social Security No.	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number Not Applicable	10. PUC License Number CAL-T- Not Applicable	11 Required Licenses or Certifications?  Not Applicable
12. Bidder's Name (Print)		13. Title
14. <b>Signature</b>		15. Date
16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. Small Business Enterprise? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____		b. Disabled Veteran Business Enterprise? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____
<b>NOTE:</b> A copy of your Certification is required to be included if either of the above items is checked <b>"Yes"</b> .		
Date application was submitted to OSBCR, if an application is pending:		

# California Disabled Veteran Business Enterprise Program Requirements

(REV. 4-1-03)

**AUTHORITY.** The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for state contracts is established in Public Contract Code (PCC), Section 10115 et seq., Military and Veterans Code, Section 999 et seq. and California Code of Regulations, Title 2 (2CCR), Section 1896.60 et seq.

**The minimum DVBE participation percentage is 3% for this solicitation unless another percentage is specified in the solicitation.**

**INTRODUCTION.** The bidder must document at least one of the options (A, B or C) in this document to comply with this solicitation's DVBE program requirements. Bids or proposals (hereafter called "bids") that fail to fully document one of the DVBE program requirements options shall be considered non-responsive and ineligible for award.

All information submitted by the intended awardee to comply with this solicitation's DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation with this information in accordance with the requirements of the Public Contract Code, Section 10115, et seq. and the Military and Veterans Code, Section 999 et seq. and follow the investigatory procedures required by the California Code of Regulations, Section 1896.80.

Only State of California, Office of Small Business and DVBE Certification certified DVBEs who perform a commercially useful function relevant to this solicitation may be used to satisfy the DVBE program requirements. The criteria for performing a commercially useful function are contained on page 5, Resources & Information and California Code of Regulations, Title 2, Section 1896.61(l). Verify each DVBE subcontractor's/supplier's certification with the Office of Small Business and DVBE Certification Section to ensure DVBE eligibility.

<b>To meet the DVBE program requirements, bidders must complete and fully document at least one of the following compliance options:</b>
<b>Option A - Commitment to full DVBE participation</b> - For a bidder who is a DVBE or who is able to meet the commitment to use identified DVBE(s) to fulfill the full DVBE participation goal.
<b>Option B - Good Faith Effort</b> - For a bidder documenting its completed effort, made prior to the bid due date, to obtain DVBE participation that may result in partial or no DVBE participation.
<b>Option C - Business Utilization Plan</b> - For a bidder using an annual plan (subject to approval) to satisfy DVBE participation requirements. Applies only to solicitations for goods and information technology.

**PLEASE READ ALL INSTRUCTIONS CAREFULLY.** These instructions contain information about the DVBE program requirements, bidder responsibilities, and requirements for performing and documenting each of the three available options as detailed below. Bidders are responsible for thorough review and compliance with these instructions. Document your option selection on the attached STD Form 840, Documentation of Disabled Veteran Business Enterprise Program Requirements.

**OPTION A – COMMITMENT** -- Commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 or A2. Bidders must document DVBE participation commitment by completing and submitting the attached STD 840. Failure to complete and submit STD 840 (Side 1) as instructed shall render your bid non-responsive.

The bidder must provide, prior to contract award, a written agreement signed by the bidder and each proposed DVBE subcontractor. The written agreement will include the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, total amount of contract to be paid to the DVBE, and the percentage of the entire contract that will be awarded to the DVBE, with each DVBE subcontractor. If this information is contained in the bidder's DVBE written agreement of intent, the agreement may be attached to the STD 840. If further verification is necessary, the state will obtain additional information to verify the above requirements.

**Method A1. Certified DVBE bidder:**

- a. Commit to performing at least 3% of the contract bid amount (unless otherwise specified) with your firm or in combination with other DVBE(s).
- b. Document DVBE participation on STD 840 (Side 1) and attach a copy of all applicable certifications.
- c. A DVBE bidder working in combination with other DVBEs shall be requested to submit proof of its commitment by submitting a written agreement with the DVBE(s) identified in its bid's STD 840. When requested, the written agreement must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the requested written agreement as specified may be grounds for bid rejection.

**Method A2. Non-DVBE bidder:**

- a. Commit to using certified DVBE(s) for at least 3% (unless otherwise specified) of the bid amount.
- b. When a bidder commits to less than the required 3% DVBE participation or its commitment may fall below 3% if specific line items/groups are not selected for award, then Option B, Good Faith Effort must be completed in addition to Option A, Commitment.
- c. Document DVBE participation on STD 840 (Side 1) and attach a copy of the DVBE's certification.
- d. Prior to contract award, a bidder is to submit proof of their commitment by submitting a written agreement with the DVBE(s) identified in its bid's STD 840. The awarding department contracting official named in this solicitation will contact each listed DVBE, by mail, fax or telephone, for verification of the bidder's submitted DVBE information. The written agreement must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written agreement as specified may be grounds for bid rejection.

**OPTION B – GOOD FAITH EFFORT (GFE)** performance and documentation requirements must be completely satisfied prior to bid submission if you are unable to obtain and commit to the full DVBE participation percentage goal (Option A) and do not exercise Option C. Perform and document the following Steps 1 through 5 on both sides of the attached STD 840 form. Failure to perform and document GFE Steps 1 through 5 as instructed, which includes properly completing and submitting both sides of STD 840, shall result in your bid being deemed non-responsive. Step 3, Advertisement, is required unless specifically waived for this solicitation due to time limits imposed by the awarding department.

**Step 1 Awarding Department** - Contact the department's contracting official named in this solicitation to identify interested DVBEs. You must fully document this contact and describe the results on STD 840 (Side 2).

**Step 2 Other State and Federal Agencies, and Local Organizations**

**STATE** Contact the Department of General Services, Procurement Division's (DGS-PD) Office of Small Business and DVBE Certification (OSDC) to obtain a list of certified DVBEs by telephone at (916) 322-5060 for the 24-hour automated telephone system or (916) 375-4940 for the receptionist during normal business hours. This information can also be obtained by searching the online database at <http://www.pd.dgs.ca.gov/smbus>. Begin by selecting Certified Firm Inquiry Services, then search by using either the Keyword Search or the Standard Query options. You must fully document this contact and describe the results on STD 840 (Side 2).

**FEDERAL** Search the U.S. Small Business Administration's (SBA) online database (Pro-Net) at <http://www.pro-net.sba.gov> to identify potential DVBEs. Select these minimum options in the following sequence: select Search Database; select CA under "State"; select Service Disabled Veteran under "Other Ownership Data"; and "Search Using These Criteria" at the page bottom. The database takes a few moments to query, and then your list will appear on your screen. You may select other criteria to focus your search. You must fully document this contact and describe the results on STD 840 (Side 2).

**LOCAL** Contact at least one local DVBE organization to identify DVBEs. For a list of local DVBE organizations, please refer to the DVBE Resource Packet that may be accessed online (<http://www.pd.dgs.ca.gov/smbus> - select "DVBE Resource Packet") or obtain a hardcopy by requesting it from DGS-PD Office of Small Business and DVBE Outreach and Education (see the Resources & Information page). You must fully document your contact with local DVBE organizations and describe the results on STD 840 (Side 2).

**Step 3 Advertisements** are mandatory unless waived by the awarding department.

**CONTENT REQUIREMENTS:** Include all of the following in your advertisement(s): (1) company name; (2) contact name; (3) address; (4) telephone and facsimile (if applicable) numbers; (5) e-mail address (if applicable); (6) the state's solicitation number(s); (7) goods and/or services for which the state is soliciting; (8) the location of the work to be performed; and (9) the State's bid(s) due date and/or your due date for receiving DVBE responses.

**HOW MANY & WHERE TO PUBLISH:** Bidders must publish two (2) ads, one (1) each in a trade paper and a DVBE focus paper unless the paper is dual purpose (fulfilling both trade and focus requirements as defined in California Code of Regulations, Title 2, Section 1896.61(k)), in which case one (1) ad is acceptable. Please see the DVBE Resource Packet for a list of acceptable publications.

**WHEN:** Ads must be published after the solicitation's release date and at least 7 days prior to the bid due date, unless a different time period is expressly established in this solicitation.

**DOCUMENT & SUBMIT:** On STD 840 (Side 2), document the publication name(s) in which you published advertisement(s), the contact name and phone number, and date of publication. Include a copy(ies) of the advertisement(s) with your bid.

#### **Step 4 Invitations to Participate**

**WHO:** Invite (solicit) DVBEs who can provide relevant goods and/or services to this solicitation to subcontract with you. Conducting Steps 1 through 3 produces a list of DVBEs from which you may choose potential DVBEs subcontractors/suppliers to contact. Bidders are advised to contact as many DVBEs (who provide relevant goods and/or services in the applicable location(s)) as possible. Non-California-certified DVBEs are not eligible -- please refer those DVBEs to the OSDC to learn about certification (see the Resources & Information page for contact information).

**FOR WHAT:** Solicit DVBEs for goods and/or services relevant to the state's solicitation. If you are unable to identify specific portion(s) of the proposed contract to subcontract, the state encourages bidders to avoid making a predetermination that no DVBEs are able to perform without first contacting and soliciting participation from them. This allows DVBEs to respond whether they can or cannot provide any goods or services related to the solicitation, and provides a bidder with responses for consideration.

**HOW TO INVITE & CONTENT REQUIREMENTS:** Written invitations are required. At a minimum, invitations must contain all of the following: (1) company name; (2) contact name; (3) address; (4) phone and facsimile (if applicable) numbers; (5) return e-mail address (if applicable); (6) the state's solicitation number; (7) goods and/or services for which the state is soliciting; (8) location of work; and (9) the State's bid(s) due date and/or your due date for receiving DVBE responses.

**WHEN:** Provide DVBE's with a reasonable time period to receive and respond to your invitation, and to be considered by you for participation as described in Step 5, prior to your bid submission.

**DOCUMENT & SUBMIT:** Bidders must document the completed contacts on STD 840 (Side 1), Section A. Attach additional copies of STD 840A as necessary to list your DVBE contacts. You are required to attach a copy of: (1) each invitation or offer sent by letter, fax or e-mail; and (2) confirmation of transmittal or delivery. Your bid shall be considered non-responsive if it fails to include copies of the written invitations and delivery confirmations.

**Step 5 Consider all responding DVBEs** for contract participation. Consideration must be based on business needs for the contract and the same evaluation criteria must be applied to each potential DVBE subcontractor/supplier offering the same goods and services. You must document on STD 840 (Side 1), Section A any firm(s) selected for participation; or if not selected, the reason for non-selection. Attach additional copies of STD 840A as necessary to list all of your DVBE contacts.

**OPTION C – THE DVBE BUSINESS UTILIZATION PLAN** (BUP) option permits bidders to submit an approved DVBE BUP to satisfy DVBE participation solicitation requirements up to 3%. **DVBE BUPs apply only to solicitations for goods and information technology (IT) goods and services.** DVBE BUPs are a company's commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts in the State, not just those with the State. DVBE BUPs must be submitted to and approved by the DGS-PD prior to the bid due date. Please call the DGS-PD, Office of Small Business and DVBE Outreach and Education for assistance. Bidders choosing this option must properly complete and submit STD 840 (Side 1) and include a copy of its approval letter with the bid; failure to submit these documents shall render your bid non-responsive.

## RESOURCES AND INFORMATION

For assistance in preparing a responsive participation document, **contact the contracting official at the awarding department for this solicitation.** In accordance with Public Contract Code Section 10115.2(b)(3), bidders must advertise in trade and focus publications unless the requirement is waived. The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in meeting these contract requirements. To obtain this list, please contact the DGS-PD Office of Small Business and DVBE Outreach and Education and request the "DVBE Resource Packet."

### U.S. Small Business Administration (SBA)

*Internet contact only – see instructions for website navigation*

PRONET Database: <http://www.pro-net.sba.gov>

### FOR:

**Service-Disabled Veteran-owned businesses in California**

(Remember to verify each DVBE's California certification.)

**Local Organizations** (see the DVBE Resource Packet available from DGS-PD DVBE Program Section listed below)

### FOR:

**List of potential DVBE subcontractors**

### DGS-PD Office of Small Business and DVBE Certification (OSDC)

707 Third Street, Room 400, West Sacramento, CA 95605

Website: <http://www.pd.dgs.ca.gov/smbus>

24-hour automated information

& document requests: (916) 322-5060

Receptionist: (916) 375-4940

Fax: (916) 375-4950

### FOR:

**Directory of Certified DVBEs  
Certification Applications  
Certification Information  
Certification Status, Concerns**

### DGS-PD Office of Small Business and DVBE Outreach and Education

707 Third Street, 2<sup>nd</sup> Floor, West Sacramento, CA 95605

Voice, 8 am—5 pm: (800) 559-5529

Fax: (916) 375-4597

### FOR:

**DVBE Program Participation Requirements  
DVBE Program Info. and Statewide Policy  
DVBE Resource Packet  
DVBE Business Utilization Plan  
Small Business/DVBE Advocates**

### Advertisement Format Example

This example offers a suggested format that includes required information outlined in Option B, Good Faith Effort, Step 3. You can substitute the applicable information for the bolded, italicized words.

DVBEs are invited to participate as a potential subcontractor/supplier to perform a commercially useful function specific to ***DGS' IFB No. 12345 for fencing materials in Chowchilla.***  
***DVBE responses due to me 1/1/02;***  
***Bids due to the State 1/15/02.***

Contact: ***ABC Company***  
***Jane Doe, General Manager***  
***123 Main Street, Sacramento, CA 95814***  
voice: ***555/555-5555***; fax: ***555/555-5556***  
or e-mail: ***jane.doe@abcco.com***

### Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l):

The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of Section 1896.61(f); is certified in accordance with Section 1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function. A DVBE contractor, subcontractor or supplier is considered performing a commercially useful function when it meets the following criteria:

(1) The business concern is: responsible for the execution of a distinct element of the work of the contract; carrying out its obligation by actually performing, managing or supervising the work involved; and performing work that is normal for its business services and functions, and

(2) The business concern is not further subcontracting a greater portion of the work than would be expected by normal industry practices.

# DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

STD 840 (REV. 4-1-2003)

**Designation Of Option** Check the appropriate box(es) to indicate the option(s) with which you choose to comply, complete the applicable sections and attach the required supporting documentation. You are advised to read all instructions carefully prior to completing this form. Remember that only California certified DVBEs who can provide related goods and/or services may be used to satisfy these program solicitation requirements.

- ☐ **OPTION A – I commit to meeting the full DVBE contract participation requirement.**  
Complete STD 840, Section A.
- ☐ **OPTION B – I performed and documented a Good Faith Effort (GFE) in an attempt to obtain DVBE participation.**  
Complete STD 840, Section A (for GFE Steps 4 & 5) and STD 840 (REVERSE), Section B (for GFE Steps 1–3).
- ☐ **OPTION C – I submit a copy of my firm's "Notice of Approved DVBE Business Utilization Plan."**

## A. Full information must be provided.

**For contract participation commitment**, at least one DVBE must be listed. DVBEs must perform a commercially useful function. List the specific goods and/or services with the dollar and/or percentage value(s) that the DVBE(s) commit(s) to provide and the DVBE's tier (prime contractor = 0, subcontractor to prime contractor = 1, subcontractor to Tier 1 subcontractor = 2, etc.). If both the estimated dollar amount and percentage are listed, the higher value supercedes. Attach additional pages to list all other DVBE subcontractors/suppliers (you may use STD 840A). During contract performance, all requests for substituting named DVBEs must be made in accordance with the provisions of California Code of Regulations, Title 2, Section 1896.64(c).

**For Good Faith Effort (GFE)**, use this section to document your first completed contacts with (Step 4), and consideration of (Step 5), relevant DVBEs. Business reasons for non-selection must be documented. Attach additional pages to list all other DVBE contacts (you may use STD 840A). Copies of all written invitations and delivery confirmations must also be attached and submitted with the bid.

BOTH SECTIONS MUST BE COMPLETED FOR GOOD FAITH EFFORT	AT LEAST ONE DVBE MUST BE NAMED FOR PARTICIPATION	Date Contacted / /	DVBE Company Name (If you are the Prime and a DVBE enter your name, otherwise enter the solicited subcontractor.)		
		DVBE Contact Name & Reference #	Telephone Number ( )	Fax Number ( )	E-mail (if available)
		Street Address, City, State and Zip Code			
		<input type="checkbox"/> <b>Yes, I am, or I will subcontract with, the listed DVBE to provide the following goods and/or services:</b>			
		Specific Goods and/or Services		Estimated \$ and/or % \$ / %	Tier
		OR	<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>		
		Date Contacted / /	DVBE Company Name		
		DVBE Contact Name	Telephone Number ( )	Fax Number ( )	E-mail (if available)
		Street Address, City, State and Zip Code			
OR	<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>				
	Specific Goods and/or Services		Estimated \$ and/or % \$ / %	Tier	
	<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>				

**ATTACH ADDITIONAL PAGES (OR USE STD 840A) TO LIST ALL OTHER DVBE CONTACTS**

Go to Side 2, Section B to continue Good Faith Effort documentation ⇨

**ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS**

STD 840A (EST. 4-1-2003)

- B. Documentation of Good Faith Effort Steps 1, 2 and 3**—Remember to carefully read all instructions prior to completing this form. Please refer to the Resources & Information page for detailed contact information and a sample advertisement format.

**STEP 1. Contact the Awarding Department** (the contracting official, unless another contact is specified) to identify potential DVBE subcontractors/suppliers, **and document this contact as required.**

Date / /	Contact Name	Telephone Number ( )
Describe Result		

**STEP 2. Contact all of the following and document your contacts as required:** Other state and federal agencies and local organizations to identify potential DVBE subcontractors/suppliers.

**Other State Agency** – Procurement Division, Office of Small Business and DVBE Certification (Certification Office)

PHONE CONTACT <b>OR</b> ONLINE SEARCH	Date / /	Telephone Number <b>(916) 322-5060</b> <b>(916) 375-4940</b>	Contact Name	<input type="checkbox"/> <i>I contacted the Certification Office for a list of California certified DVBEs.</i>
	Date / /	Internet Address <b><a href="http://www.pd.dgs.ca.gov/smbus">http://www.pd.dgs.ca.gov/smbus</a></b>		<input type="checkbox"/> <i>I searched the Certification Office's online database to identify California certified DVBEs.</i>
Describe Result				

**Federal Agency** – U.S. Small Business Administration (SBA) online database

Date / /	Internet Address <b><a href="http://www.pro-net.sba.gov">http://www.pro-net.sba.gov</a></b>	<input type="checkbox"/> <i>I searched the federal online database for California DVBEs.</i>
Describe Result		

**Local DVBE Organizations** – Contact at least one local DVBE organization—refer to the DVBE Resource Packet for a list of acceptable contacts. (**<http://www.pd.dgs.ca.gov/smbus>** - select “DVBE Resource Packet” )

Date / /	Organization Name	Contact Name	Telephone Number and/or Internet Address ( ) <a href="http://www.">http://www.</a>
Describe Result			

Date / /	Organization Name	Contact Name	Telephone Number and/or Internet Address ( ) <a href="http://www.">http://www.</a>
Describe Result			

**STEP 3. Publish advertisements:** Two (2) advertisements: One (1) ad in an accepted trade paper; and one (1) ad in an accepted DVBE focus paper (please see the DVBE Resource Packet for a list of all accepted publications); unless the paper is dual purpose (fulfilling both trade and focus requirements), in which case one (1) ad is acceptable. **Document this step as required and remember to attach a copy of your advertisement(s).**

<b>Focus Paper Name</b> (list full name)		Contact Name	Telephone Number ( )
Address		Date Ad Published / /	
<b>Trade Paper Name</b> (list full name)		Contact Name	Telephone Number ( )
Address		Date Ad Published / /	
<input type="checkbox"/> <i>I certify the ad was placed to reach both trade and focus audiences through this one publication.</i>			
<b>Trade and Focus Paper Name</b> (list full name)		Contact Name	Telephone Number ( )
Address		Date Ad Published / /	

**ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS**

STD 840A (EST. 4-1-2003)

***This document may be used as a continuation from Section A, STD 840 (REV. 4-1-2003)***

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ( )	Fax Number ( )	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ( )	Fax Number ( )	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ( )	Fax Number ( )	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ( )	Fax Number ( )	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>		

**ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS**

STD 840A (EST. 4-1-2003) (REVERSE)

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ( )	Fax Number ( )	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ( )	Fax Number ( )	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ( )	Fax Number ( )	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ( )	Fax Number ( )	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>		

# DVBE Program Requirements Supplier Checklist (REV. 4-1-2003)

Please do not submit this checklist with your bid. It is provided for your use only. Checking every box of your elected compliance option does not guarantee that your bid will be evaluated compliant.

---

## ☐ **OPTION A: COMMITMENT TO DVBE CONTRACT PARTICIPATION**

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- ☐ STD 840 included with bid
- ☐ DVBE Written Agreement
- ☐ Designated the Commitment Option – Checked the first box
- ☐ Listed at least one California certified DVBE subcontractor
- ☐ Checked the box(es) for “Yes ...”
- ☐ Listed specific goods and/or services DVBE(s) agrees to provide
- ☐ Proposed DVBE contract performance is a “commercially useful function” relevant to the contract
- ☐ Listed the estimated dollar amount and/or percentage of contract for the DVBE’s participation
- ☐ Proposed DVBE participation meets the 3% requirement (unless a different percentage is specified)
- ☐ Attached a copy of the DVBE’s certification letter from the Department of General Services

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## ☐ **OPTION B: GOOD FAITH EFFORT (GFE)**

---

- ☐ STD 840 included with bid
- ☐ Designated the GFE Option – Checked the second box
- ☐ (Step 4) Listed all DVBEs contacted and invited to perform on the proposed contract
- ☐ Confirmed that listed DVBEs are California certified
- ☐ Attached copies of the invitations sent to the listed DVBEs
- ☐ Invitations included the required contact information
- ☐ Attached copies of the delivery confirmations for invitations to DVBEs (e.g. mail receipts, fax confirmations, etc.)
- ☐ (Step 5) Checked the “No” boxes and listed the business reasons for non-selection of DVBEs contacted
- ☐ (Step 1) Contacted the Awarding Department and listed contact and results
- ☐ (Step 2) Contacted Other State agency (Office of Small Business and DVBE Certification) and listed the contact and results
- ☐ (Step 2) Searched the Federal Pro-net internet database and noted the results
- ☐ (Step 2) Contacted Local DVBE Organization(s) and listed the contact and results
- ☐ (Step 3) Advertised – IF NOT WAIVED
  - Listed full information for the advertisement(s) and publication(s)  
[2 ads in one trade and in one DVBE focus publication; **OR** 1 ad in one dual-purpose publication]
- ☐ Attached a copy of the advertisement(s)
- ☐ The advertisement(s) were published at least 7 days prior to the bid due date
- ☐ The advertisement(s) included my required contact information

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## ☐ **OPTION C: BUSINESS UTILIZATION PLAN (BUP)**

---

- ☐ **Prior to the bid due date** -- Submitted a BUP to DGS-PD and received approval
- ☐ STD 840 included with bid
- ☐ Designated the BUP Option – Checked the third box
- ☐ Attached a copy of the BUP Approval letter from DGS-PD

## APPENDIX H. Sample Standard Agreement (STD 213)

### STANDARD AGREEMENT

STD. 213 (NEW 02/98)

AGREEMENT NUMBER 02-00000-000	AMENDMENT NUMBER																							
<p>1. This Agreement is entered into between the State Agency and the Contractor named below</p> <table border="0" style="width: 100%;"><tr><td style="width: 50%;">STATE AGENCY'S NAME Department of Mental Health</td><td style="width: 50%;"></td></tr><tr><td>CONTRACTOR'S NAME</td><td></td></tr></table>		STATE AGENCY'S NAME Department of Mental Health		CONTRACTOR'S NAME																				
STATE AGENCY'S NAME Department of Mental Health																								
CONTRACTOR'S NAME																								
<p>2. The term of this Agreement is:</p>																								
<p>3. The maximum \$ of this Agreement is:</p>																								
<p>4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:</p> <table border="0" style="width: 100%;"><tr><td style="width: 50%;">Exhibit A – Scope of Work</td><td style="width: 50%;">Page(s)</td></tr><tr><td>Exhibit B – Budget Detail and Payment Provision</td><td>Page(s)</td></tr><tr><td>* Exhibit C – General Terms and Conditions</td><td>(Number) _____ (Dated) _____</td></tr><tr><td>Exhibit D – Special Terms and Conditions</td><td>Page(s)</td></tr><tr><td>Exhibit E – Additional Provisions</td><td>Page(s)</td></tr></table>		Exhibit A – Scope of Work	Page(s)	Exhibit B – Budget Detail and Payment Provision	Page(s)	* Exhibit C – General Terms and Conditions	(Number) _____ (Dated) _____	Exhibit D – Special Terms and Conditions	Page(s)	Exhibit E – Additional Provisions	Page(s)													
Exhibit A – Scope of Work	Page(s)																							
Exhibit B – Budget Detail and Payment Provision	Page(s)																							
* Exhibit C – General Terms and Conditions	(Number) _____ (Dated) _____																							
Exhibit D – Special Terms and Conditions	Page(s)																							
Exhibit E – Additional Provisions	Page(s)																							
<p>*View at <a href="http://www.ols.dgs.ca.gov/Standard+Language/GTC201.htm">http://www.ols.dgs.ca.gov/Standard+Language/GTC201.htm</a></p> <p><b>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</b></p>																								
<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th colspan="2" style="text-align: center;">CONTRACTOR</th><th style="text-align: center;">CALIFORNIA Department of General Services Use Only</th></tr></thead><tbody><tr><td colspan="2">CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)</td><td rowspan="5"></td></tr><tr><td>BY (Authorized Signature)</td><td>DATE SIGNED</td></tr><tr><td colspan="2">PRINTED NAME AND TITLE OF PERSON SIGNING</td></tr><tr><td colspan="2">ADDRESS</td></tr><tr><td colspan="2" style="text-align: center;"><b>STATE OF CALIFORNIA</b></td></tr><tr><td colspan="2">AGENCY NAME</td><td rowspan="4"></td></tr><tr><td>BY (Authorized Signature)</td><td>DATE SIGNED</td></tr><tr><td colspan="2">PRINTED NAME AND TITLE OF PERSON SIGNING</td></tr><tr><td colspan="2">ADDRESS</td></tr></tbody></table>		CONTRACTOR		CALIFORNIA Department of General Services Use Only	CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)			BY (Authorized Signature)	DATE SIGNED	PRINTED NAME AND TITLE OF PERSON SIGNING		ADDRESS		<b>STATE OF CALIFORNIA</b>		AGENCY NAME			BY (Authorized Signature)	DATE SIGNED	PRINTED NAME AND TITLE OF PERSON SIGNING		ADDRESS	
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AGENCY NAME																								
BY (Authorized Signature)	DATE SIGNED																							
PRINTED NAME AND TITLE OF PERSON SIGNING																								
ADDRESS																								
<div style="text-align: right;"><input type="checkbox"/> Exempt per _____</div>																								

**APPENDIX H**

**SAMPLE CONTRACT**

**EXHIBIT A**

**SCOPE OF WORK**

**1. PROGRAM REQUIREMENTS**

- A. Carry out the mandates for the Traumatic Brain Injury Program Independent Evaluation pursuant to Welfare and Institutions Code Section 4356.
- B. Comply with policies for the Traumatic Brain Injury Program Independent Evaluation pursuant to Welfare and Institutions Code Section 4356.
- C. The project representatives during the term of this agreement will be:

**DMH**

Name: Maureen Price, MFT  
Phone: (916) 653-8831  
Fax: (916) 653-6486  
E-mail: mprice1@dmhhq.state.ca.us

**CONTRACTOR**

Name:  
Phone:  
Fax:  
E-mail:

**2. DESCRIPTION OF SERVICES, TIMELINES AND DELIVERABLES**

Will be completed pending contractor selection.

APPENDIX H

EXHIBIT B

**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. **Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. The maximum amount payable under this agreement shall not exceed \$100,000. Ten percent of the contract amount (up to \$10,000) will be withheld until all contracted tasks have been completed and signed off by DMH. The amounts payable shall be limited to the amounts shown below for each fiscal year:

2002/03 \$ \_\_\_\_\_  
2003/04 \$ \_\_\_\_\_  
2004/05 \$ \_\_\_\_\_

- C. Invoice(s) shall include the DMH Agreement Number, date of services performed and cost by major cost categories of personnel, operating costs, and subcontract costs. Invoice(s) shall be submitted on Contractor's letterhead, signed by an authorized representative, in triplicate, not more frequently than monthly in arrears to:

California Department of Mental Health  
Attn: Maureen Price, TBI Project Coordinator  
1600 9<sup>th</sup> Street, Room 100  
Sacramento, CA 95814

2. **Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**APPENDIX H**

**3. Budget**

- A. Charges/rates shall be computed in accordance with the budget submitted by the contractor and approved by the DMH for each fiscal year. The cost of each major budget category may vary up to 10% within each Fiscal Year (FY) without DMH approval so long as the total amount budgeted for the FY is not exceeded.
- B. BUDGET REVISIONS: The Contractor may request changes in any individual categorical line item (i.e., personnel, consultants, operating costs, etc.) in the budget above 10%, subject to the approval of the TBI Project Coordinator. The Contractor must submit an explanation of the need for such revision. The State reserves the right to deny any such request for revision of any item. It is further understood that in no event shall the maximum amount payable under this agreement exceed the total contract amount. A contract amendment shall be required when funds are added or reduced from the original contract amount.

**4. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**CONTRACT #: 00-00000-000**

**CONTRACTOR:**

**PROJECT: Traumatic Brain Injury**

**APPENDIX H  
EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

The General Terms and Conditions will be included in the contract by reference to Internet site <http://www.ols.dgs.ca.gov/Standard+Language/GTC201.htm>.

SAMPLE

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**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

- A. **LAW GOVERNING.** It is understood and agreed that this Contract shall be governed by the laws of the State of California both as to interpretation and performance.
- B. **CONTRACT MANAGER.** State may change the State Contract Manager by written notice given to the Contractor at any time.
- C. **SUBCONTRACTS.** Except for subcontracts identified in the proposal in accordance with the Request for Proposal or Invitation for bid, Contractor shall submit any subcontracts which are proposed to be entered into in connection with this Contract to the State for its prior written approval before entering into the same. No work shall be subcontracted without the prior written approval of the State. Upon the termination of any subcontract, State shall be notified immediately. Any subcontract shall include all the terms and conditions of this Contract and its attachments, in addition to any other relevant terms and conditions.
- D. **PUBLICATIONS AND REPORTS.** If publications and reports are provided for in the Contract, Contractor shall:
1. Incorporate any comments or revisions required by the State into any publication or report and shall not publish any material until it receives final State approval.
  2. Furnish two copies of each publication and report required plus one reproducible original.
  3. Illustrations, maps and graphs in summaries and publications and reports shall be developed in a manner which allows the complete illustration to be contained on a single 8-1/2 by 11 page unless specific written approval is given to the contrary.
  4. Graphs, illustrations and printed materials shall be printed in a single color throughout each publication unless prior State approval is granted.
  5. Contractor's name shall appear only on the cover and title page of publications and reports and summaries. Covers and title pages will read as follows:  

**DEPARTMENT OF MENTAL HEALTH**  
**TITLE**  
**By (Contractor)**
  6. The State reserves the right to use and reproduce all publications and reports and data produced and delivered pursuant to this Contract, and reserves the right to use and reproduce such materials.
  7. If the publication and/or report is prepared by nonemployees of the Department, it shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the report in a separate section of the report (Government Code Section 7550).
- F. **PROGRESS REPORTS.** If progress reports are required by the Contract, Contractor shall provide a progress report in writing, or orally if approved by the State Contract Manager, at least once a month to Contract Manager. This progress report shall include, but not be limited to, a statement that the Contractor is or is not on schedule, any pertinent reports, or interim findings. Contractor shall cooperate with and be available to meet with State representatives to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

**APPENDIX H**

- G. **PRESENTATION.** Upon request, Contractor shall meet with the State to present any findings, conclusions and recommendations required by the Contract for approval. If set forth in the Contract, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report must be completed on or before the date indicated in the Contract.
- H. **REPORT AND INVOICE DELIVERY.** All reports, or other communications including invoices, are to be delivered to the Contract Manager, Department of Mental Health, 1600 9<sup>th</sup> Street, Room 100 Sacramento, California, 95814 or other location designated by the Contract Manager. Invoices for services rendered are to be submitted in arrears in triplicate.
- I. **REQUIRED PAYMENT DATE.** Unless otherwise specified, payment will be made in accordance with Government Code, Section 927 et. sec., as applicable. Payment shall not be due until the later of: (a) The date of acceptance of goods or performance of services; or (b) receipt of an accurate invoice.
- J. **PROGRESS PAYMENTS.** For contracts which allow partial payments to be made, partial payments of the contract price during the progress of the work shall have a minimum 10% of the gross payment withheld pending satisfactory final completion of the entire Contract.
- K. **FISCAL RECORDS.** Contractor shall furnish detailed itemization of and retain all records relating to direct expenses reimbursed and to hours of employment in performance of this Contract by any employee of Contractor for which the State is billed. In addition, Contractor shall establish accounting procedures subject to State approval--or the State shall approve existing procedures--and the Contractor shall maintain for at least three years books, papers, records, documents, and other evidence sufficient to determine the costs and hours spent fulfilling the terms of this Contract and related incidental tasks. Contractor shall allow State representatives to review any of these materials.
- L. **DEPARTMENT OF MENTAL HEALTH STAFF.** Department of Mental Health staff will be permitted to work side by side with Contractor's staff to the extent and under conditions that may be directed by the Contract Manager. In this connection, Department of Mental Health staff will be given access to all data, working papers, etc., which Contractor may seek to utilize.
- M. **CONFIDENTIALITY OF DATA AND DOCUMENTS.**
1. Contractor will not disclose data or documents or disseminate the contents of the final or any preliminary report without express permission of the Contract Manager.
  2. Permission to disclose information or documents on one occasion or at public hearings held by the Department of Mental Health relating to the same shall not authorize Contractor to further disclose such information or documents on any other occasion.
  3. Contractor will not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this contract, or the Department of Mental Health's actions on the same, except to the Department of Mental Health staff, Contractor's own personnel involved in the performance of this Contract, at a public hearing, or in response to questions from a legislative committee.
  4. If requested by State, Contractor shall require each of its employees or officers who will be involved in the performance of this Contract to agree to the above terms in a form to be approved by State and shall supply State with evidence thereof.
  5. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure of the same.

**APPENDIX H**

Page 3 of 8

6. After any data or documents submitted has become a part of the public records of the State, Contractor may, if it wishes to do so, at its own expense and upon approval by the Contract Manager, publish or utilize the same but shall include the following legend:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of Mental Health, but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

**N. PROVISIONS RELATING TO DATA.**

1. "Data" as used in this Contract means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Contract. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
2. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this Contract and which has been reasonably demonstrated as being of a proprietary force and effect at the time this Contract is commenced.
3. "Generated data" is that data which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Contract. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Contract at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
4. "Deliverable data" is that data which under terms of this Contract is required to be delivered to the State. Such data shall be property of the State.
5. "Generated data" shall be the property of the State unless and only to the extent that it is specifically provided otherwise herein.
6. The title to Contractor's proprietary data shall remain in the Contractor's possession throughout the term of this Contract and thereafter. As to generated data which is reserved to the Contractor by express terms of this Contract and as to any preexisting or proprietary data which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, Contractor shall preserve the same in a form which may be introduced in evidence in a court of competent jurisdiction at Contractor's own expense for a period of not less than three years after receipt by the State of the final report or termination of this Contract and any and all amendments hereto, or for three years after the conclusion or resolution of any and all audits or litigation relevant to this Contract, whichever is later.
7. Prior to the expiration of such time and before changing the form of or destroying any such data, Contractor shall notify State of any such contemplated action; and State may within 30 days after said notification determine whether it desires said data to be further preserved and, if State so elects, the expense of further preserving said data shall be paid for by the state. Contractor agrees that State shall have unrestricted reasonable access to the same during

**APPENDIX H**

said three-year period and throughout the time during which said data is preserved in accordance with this Contract, and Contractor agrees to use best efforts to furnish competent witnesses or to identify such competent witnesses to testify in any court of law regarding said data.

- O. **CHANGES IN TIME FOR PERFORMANCE OF TASKS.** The time for performance of the tasks and items within the budget, but not the total contract price, may be changed with the prior written approval of the Contract Manager. However, the date for completion of performance and the total contract price, as well as all other terms not specifically accepted may be altered only by formal amendment of this Contract.
- P. **APPROVAL OF PRODUCT.** Each product to be approved under this Contract shall be approved by the Contract Manager. The State's determination as to satisfactory work shall be final absent fraud, mistake or arbitrariness.
- Q. **SUBSTITUTIONS.** Contractor's key personnel as indicated in its proposal may not be substituted without Contract Manager's prior written approval.
- R. **NOTICE.** Notice to either party may be given by first class mail properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Such notice shall be effective when received as indicated by post office records or if deemed undeliverable by post office, such notice shall be effective nevertheless 15 days after mailing. Alternatively, notice may be given by personal delivery by any means whatsoever to the party, and such notice shall be deemed effective when delivered.
- S. **WAIVER.** No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of State to enforce at any time the provisions of this Contract, or to require at any time performance by the Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions not to affect the validity of this Contract or the right of State to enforce said provisions.
- T. **GRATUITIES AND CONTINGENCY FEES.** The State, by written notice to the Contractor, may terminate the right of Contractor to proceed under this Contract if it is found, after notice and hearing by the State, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of such contract, provided that the existence of the facts upon which the State makes such findings that shall be an issue may be reviewed in any competent court.

In the event this Contract is terminated as provided in the paragraph above, State shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Contract by the Contractor, and (b) as a predetermined amount of liquidated damages in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount which shall be not less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

The Contractor warrants by execution of this Contract that no person or selling agency has been employed or retained to solicit or secure this Contract upon an Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul this Contract without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**APPENDIX H**

- U. **INSURANCE.** Contractor hereby warrants that it carries and shall maintain in full force and effect during the full term of this contract and any extensions to said term:

Sufficient and adequate Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Contract and agrees to furnish to State satisfactory evidence thereof at any time the State may request the same; and

Sufficient and adequate Liability Insurance to cover any and all potential liabilities and agrees to furnish to State satisfactory evidence thereof upon request by State.

- V. **PAYMENTS INCLUDE TAXES.** Payments to be made to Contractor as specified herein shall include all taxes of any description—Federal, State and municipal—assessed against Contractor by reason of this Contract. Pursuant to California Revenue and Taxation Code Section 18806.1, independent contractors may be subject to one percent (1%) State Income Tax withholding.
- W. **CONTRACT IS COMPLETE.** Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Contract.
- X. **CAPTIONS.** The clause headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They do no purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.
- Y. **PUBLIC HEARINGS.** If public hearings on the subject matter dealt with in this Contract are held within one year from the contract expiration date, Contractor will make available to testify the personnel assigned to this Contract at the hourly rates specified in the Contractor's proposed budget. State will reimburse Contractor for travel of said personnel at the contract rates for such testimony as may be requested by State.
- Z. **EQUAL EMPLOYMENT OPPORTUNITY.** If this Contract provides for payment in excess of \$10,000 during the performance of this Contract, the Contractor agrees to comply with the provisions of Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations. (41 CFR Part 60)
- AA. **DVBE.** Unless specifically waived by the Deputy Director of Administrative Services of the Department of Mental Health, Contractor shall comply with the Disabled Veteran Business Enterprises participation goal in accordance with the provisions of Public Contract Code Section 10115 et seq.
- BB. **FORCE MAJEURE.** Neither the State nor the Contractor shall be deemed to be in default in the performance of the terms of this Contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without being limited to: acts of God, interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other parties written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Contract.
- CC. **PERMITS AND LICENSES.** The Contractor shall procure and keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in this Contract, and give all notices necessary and incident to the lawful prosecution of the work.

The Contractor shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Contract. If any conflict arises between

**APPENDIX H**

provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the State in writing.

DD. LITIGATION. The State, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the State or its officers or employees for which the contractor must provide indemnification under this Contract. The failure of the State to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the State of any claim or action against it which affects, or may affect, this Contract, the terms and conditions hereunder, or the State, and shall take such action with respect to said claim or action which is consistent with the terms of this Contract and the interest of the State.

EE. SEVERABILITY. If any provision of this Contract is held invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Contract and remainder of this Contract shall remain in full force and effect. Therefore, the provisions of this Contract are and shall be deemed to be severable.

FF. BUDGET DISCLAIMER. If this Contract overlaps State fiscal years, should funds not be appropriated by the Legislature for the fiscal year(s) following that during which this Contract was executed, the State may exercise its option to cancel this Contract or reduce funding and make appropriate line item changes upon providing reasonable notice thereof.

If this Contract overlaps Federal and State fiscal years, should funds not be appropriated by Congress and approved by the Legislature for the fiscal year(s) following that during which this Contract was executed, the State may exercise its option to cancel this Contract.

In addition, this Contract is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Contract in any manner.

GG. DISPUTES. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Contract, which is not disposed of by the Contract, informally with the DMH Contract Manager. If the dispute cannot be disposed of at this level, then the dispute shall be decided by the Department of Mental Health's Deputy Director of Administration. All issues pertaining to this dispute shall be submitted in written statements and addressed to the Deputy Director of Administration, Department of Mental Health, 1600 9th Street, Room 150, Sacramento, California 95814. Such written notice must contain the Contract Number. The decision of the Deputy Director of Administrative Services shall be final and binding to all parties. Within ten days of receipt of the written grievance report from the Contractor, the Deputy Director of Administration shall make a determination on the problem, and shall respond in writing to the Contractor indicating the decision. Pending the final decision by the Deputy Director of Administration or his/her designee, the Contractor shall proceed diligently with the performance of the Contract. Neither the pendency of a dispute, nor its consideration by the Deputy Director of Administration, will excuse the Contractor from full and timely performance of the services required in accordance with the terms of the contract.

Notwithstanding any other provisions of this Contract, after recourse to the procedure set forth in the paragraph above, any controversy or claim arising out of or relating to this Contract or breach thereof shall be settled by arbitration at the election of either party in accordance with California Public Contract Code Section 10240 et. seq., and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof.

HH. PUBLIC CONTRACT CODE. Contractor is advised that provisions of Public Contract Code Sections 10355 through 10382 pertaining to the duties, obligations and rights of a consultant service contractor are applicable to this Contract.

II. EVALUATION OF CONTRACTOR'S PERFORMANCE. The Contractor's performance under this Contract will be evaluated by the State after completion of the contract. A copy of the written evaluation will be maintained in the contract file and may be submitted to the Office of Legal Services, Department of General Services.

JJ. TRAVEL. Contractor's headquarters for purposes of payment of travel shall be the city designated in the signature block unless otherwise specified in the contract.

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For travel necessary to the performance of this Contract, contractor shall appropriate travel costs as a line item in the yearly budget specifically in the Operating Costs Category. All reimbursements shall be made in accordance with, and shall not exceed the rates authorized by, the State Administrative Manual and the Policies and Procedures of the Department of Mental Health (DMH). All requests to exceed any base reimbursement rate established in the State Administrative Manual or the Policies and Procedures of DMH must be made and approved prior to the date of travel and must be submitted in writing to the State's Contract Manager.

KK. PRIORITY HIRING CONSIDERATIONS FOR CONTRACTS EXCEEDING \$200,000. If the resulting contract will have a total contract value of \$200,000 or more, the contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting contract to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining Contract, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

LL. TERMINATION. Either party may terminate this Contract by giving 30 days written notice to the other party. The notice of termination shall specify the effective date of termination.

Upon the Contractor's receipt of notice of termination from the State, and except as otherwise directed in the notice, the Contractor shall:

1. Stop work on the date specified in the notice.
2. Place no further orders or enter into any further subcontracts for materials, services or facilities except as necessary to complete work under the Contract up to effective date of termination.
3. Terminate all orders and subcontracts;
4. Promptly take all other reasonable and feasible steps to minimize any additional cost, loss, or expenditure associated with work terminated, including, but not limited to reasonable settlement of all outstanding liability and claims arising out of termination of orders and subcontracts;
5. Deliver or make available to DMH all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor under this Contract, whether completed, partially completed, or in progress.

In the event of termination, an equitable adjustment in the price provided for this Contract shall be made. Such adjustment shall include reasonable compensation for all services rendered, materials supplies, and expenses incurred pursuant to this Contract prior to the effective date of termination.

MM. CLIENT CONFIDENTIALITY.

1. For contract involving clients and information regarding clients, the Contractor shall protect from unauthorized disclosure, names and other identifying information concerning persons receiving services pursuant to this contract, except for statistical information not identifying any client. Client is defined as "those persons receiving services pursuant to a Department of Mental Health funded program." Contractor shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this contract.
2. Contractor shall promptly transmit to the State all requests for disclosure of such identifying information not emanating from the client.
3. Contractor shall not disclose, except as otherwise specifically permitted by this contract or authorized by the client, any such identifying information to anyone other than the State without prior written authorization from the State.

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4. For purposes of this section, identity shall include but not be limited to name, identifying number, symbol or other identifying piece of information assigned to the individual, such as a finger or voice print or a photograph which can be used to identify the individual person.

**NN. CONFLICT OF INTEREST CERTIFICATION**

In accordance with State laws and Departmental policy, no employees (including contractors) shall participate in incompatible activities which are in conflict with their job duties. In addition, State law requires employees whose positions are designated in the Department's Conflict of Interest Code to file statements of economic interest. Employees whose positions have been designated will be notified by the department if a statement is required.

In signing this contract, I certify that I have read and understand the following:

**GOVERNMENT CODE 19990**

A state officer or employee shall not engage in any employment, activity, or enterprise, which is clearly inconsistent, incompatible, in conflict with, or inimical to his or her duties as a state officer or employee.

Each appointing power shall determine, subject to approval of the department, those activities which, for employees under its jurisdiction, are inconsistent, incompatible or in conflict with their duties as state officers or employees. Activities and enterprises deemed to fall in these categories shall include, but not be limited to all of the following:

1. Using the prestige or influence of the state or the appointing authority for the officer's or employee's private gain or advantage or the private gain of another.
2. Using state time, facilities, equipment, or supplies for private gain or advantage.
3. Using, or having access to, confidential information available by virtue of state employment for private gain or advantage or providing confidential information to persons to whom issuance of this information has not been authorized.
4. Receiving or accepting money or any other consideration from anyone other than the state for the performance of his or her duties as a state officer or employee.
5. Performance of an act in other than his or her capacity as a state officer or employee knowing that the act may later be subject, directly or indirectly to the control, inspection, review, audit, or enforcement by the officer or employee.
6. Receiving or accepting, directly or indirectly, any gift, including money, or any service, gratuity, favor, entertainment, hospitality, loan, or any other thing of value from anyone who is doing or is seeking to do business of any kind with the officer's or employee's appointing authority or whose activities are regulated or controlled by the appointing authority under circumstances from which it reasonably could be substantiated that the gift was intended to influence the officer or employee in his or her official duties or was intended as a reward for any official actions performed by the officer or employee.
7. Subject to any other laws, rules, or regulations as pertain thereto, not devoting his or her full time, attention, and efforts to his or her state office or employment during his or her hours of duty as a state officer or employee.

(Added by Stats. 1981, c230. Amended by Stats. 1986, c1344.)

Rev. Apr-03

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**EXHIBIT E**

**ADDITIONAL PROVISIONS**

**1. HIPAA BUSINESS ASSOCIATE AGREEMENT**

Except as otherwise provided in this Agreement, Contractor, hereafter know as the Business Associate, may use or disclose protected health information to perform functions, activities or services for or on behalf of the DMH, as specified in this agreement, provided that such use or disclosure would not violate the Health Insurance Portability and Accountability Act (HIPAA), U.S.C. 1320d et seq., and its implementing regulations including but not limited to 45 C.F.R. Parts 142, 160, 162, and 164, hereafter know as the Privacy Rule. The uses and disclosures of PHI may not be more expansive than those applicable to the DMH under the regulations except as authorized for management, administrative or legal responsibilities of the Business Associate.

Business Associate shall comply with, and assist DMH in complying with, the privacy requirements of HIPAA. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms are used in the Privacy Rule.

If DMH becomes aware of a pattern of activity that violates this Agreement and reasonable steps to cure the violation are unsuccessful, DMH must terminate the contract, or if not feasible; report the problem to the Secretary of the U.S. Department of Health and Human Services.

**Use and Disclosure of Protected Health Information:**

- Business Associate may use or disclose protected health information (PHI) to perform functions, activities or services for or on behalf of DMH, as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the DMH or the minimum necessary policies and procedures of the DMH.
- The Business Associate may use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- Business Associate may use PHI to provide data aggregation services related to the health care operation of the DMH.

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### **Further Disclosure of PHI:**

- Business Associate shall not use or further disclose PHI other than as permitted or required by this Agreement, or as required by law.
- The Business Associate may use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

### **Safeguard of PHI**

- Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement.

### **Unauthorized Use or Disclosure of PHI**

- Business Associate shall report to the DMH any use or disclosure of the PHI not provided for by this Agreement.

### **Mitigation of Disallowed Uses and Disclosures**

- Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Agreement.

### **Agents and Subcontractors of the Business Associate**

- Business Associate shall ensure that any agent, including a subcontractor, to which the Business Associate provides PHI received from, or created or received by the Business Associate on behalf of the DMH, shall comply with the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.

### **Access to PHI**

- Business Associate shall provide access, at the request of the DMH, and in the time and manner designated by the DMH, to the DMH or, as directed by the DMH, to PHI in a Designated Record Set, to an Individual in order to meet the requirements of 45 C.F.R. section 164.524.

## **APPENDIX H**

### **Amendment(s) to PHI**

- Business Associate shall make any amendment(s) to PHI in a Designated Record Set that the DMH directs or at the request of the DMH or an Individual, and in the time and manner designated by the DMH in accordance with 45 C.F.R. section 164.526.

### **Documentation of Uses and Disclosures**

- Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for the DMH to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. section 164.528.

### **Accounting of Disclosure**

- Business Associate shall provide to the DMH or an Individual, in time and manner designated by the DMH, information collected in accordance with 45 C.F.R. section 164.528, to permit the DMH to respond to a request by the Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. section 164.528.

### **Records Available to DMH and Secretary**

- Business Associate shall make internal practices, books and records related to the use, disclosure, and privacy protection of PHI received from DMH, or created or received by the Business Associate on behalf of the DMH, available to the DMH or to the Secretary of the United State Department of Health and Human Services for purposes of the Secretary determining the DMH's compliance with the Privacy Rule, in a time and manner designed by the DMH or the Secretary.

### **Destruction of Information**

- Upon termination of the contract for any reason, Business Associate shall return or destroy all PHI received from the DMH, or created or received by the Business Associate on behalf of the DMH. This provision shall apply to PHI in possession of subcontractors or agents of the Business Associate. Business Associate, its agents or subcontractors shall retain no copies of the PHI.
- In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide the DMH notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that the return of the PHI is not feasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further use and disclosures of such PHI for so long as Business Associate, or any of its agents or subcontractors, maintains such PHI.

## **APPENDIX H**

### **Amendments to Business Associate Agreement**

- The Parties agree to take such action as is necessary to amend this Agreement as necessary for the DMH to comply with the requirements of the Privacy Rule and its implementing regulations.

### **Material Breach**

- If DHM becomes aware of a pattern of activity that violates this Agreement and reasonable steps to cure the violation are unsuccessful, DMH must terminate the contract, or if not feasible; report the problem to the Secretary of the U.S. Department of Health and Human Services.

### **Survival**

- The respective rights and obligations of Business Associate shall survive the termination of this Agreement.

### **Interpretation**

- Any ambiguity in this Agreement shall be resolved to permit the DMH to comply with the Privacy Rule.